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The Solicitors' Journal and Reporter.

LONDON, MAY 5, 1888.

CURRENT TOPICS.

IT IS EXPECTED that the Select Committee on the Land Transfer Bill will meet for the consideration of the Bill on Monday next.

THE EFFORTS of the Council of the Incorporated Law Society and of solicitors who, like our correspondent Mr. FRASER, have brought their influence to bear on their Parliamentary representatives, have obtained important modifications in the provisions of the Customs and Inland Revenue Bill relating to stamping deeds, on which we commented last week. The 16th clause has been altered to the extent of providing that unless deeds are written on stamped material they must be stamped within 30 days after the first execution. In the Bill, as brought in, the time was 14 days, but as a compromise between that period and the existing period of two months, suggested by the Incorporated Law Society, Mr. H. H. FOWLER proposed 30 days, which was accepted by the Government. With regard to the time within which deeds must be stamped running from the date of first execution, upon which the Government refused to give way, we have reason to believe that the authorities at Somerset House will follow the practice which now prevails, of treating the date on the deed as being *primâ facie* evidence of the date of first execution, unless the deed bears on the face of it some evidence to the contrary. At present the regulation of the commissioners under section 15, sub-section 2 (*b*), of the Stamp Act, 1870, allows an executed instrument to be stamped, as a general rule, on payment of the duty only, at any time "within two calendar months *after its first execution*," the words in italics occurring in section 15, sub-section 2 (*b*). As we intimated last week, the personal penalties proposed to be imposed by clause 16 are in addition to, and not in substitution for, the existing penalties for the non-stamping of deeds. By an amendment introduced in committee, these penalties were cast on the solicitor who prepares the deed, but we understand that, in consequence of a deputation from the Incorporated Law Society to the Chancellor of the Exchequer on Wednesday, solicitors will be relieved from them, and that they will be thrown on the persons who ought to stamp the deeds. It was manifestly absurd to impose the penalty on the solicitors, as in some cases the deeds are taken away from them to be executed, and are not returned. And, as we pointed out last week, it would be manifestly unjust to impose an all-round penalty on everyone who executes a deed. In ordinary cases it should be thrown on the person receiving the benefit of the instrument, and we are glad to find that an amendment to this effect will be introduced into the Bill. We believe that the Chancellor of the Exchequer does not mind on whom the penalty falls, so long as some responsible person is made liable in case of non-stamping. There was no indication in the reports of the proceedings in committee on the Bill on Monday and Tuesday of any disposition on the part of the Government to modify clause 17, relating to the ordinary condition of sale precluding objection on the ground of non-stamping, or insufficient stamping, of deeds, in the manner suggested by us last week—viz., by confining its operation to deeds executed after the passing of the Act. We are very glad to learn on excellent authority, however, that an amendment will be introduced by the Government carrying out this alteration. We think that the changes which are thus assented to will remedy the worst features of the original proposals, and we may, perhaps, be permitted to add that the Council of the Incorporated Law Society deserve the hearty thanks of the profession for their vigorous and effective action in the matter.

THE SELECT COMMITTEE nominated to consider the Land Transfer Bill contains seven lawyers, instead of four only, as seems to have been originally intended, in addition to ten lay peers. It is to be hoped that Mr. C. T. SAUNDERS' letter to the *Times* will induce the Lord Chancellor to reconsider his decision on the more important matter—viz., as to the taking of evidence by the Committee. Mr. SAUNDERS says that if this is still refused, the Bill, "in its present compulsory form, will, in the interests of our clients, be opposed by all the influence which we can command." The point we have always urged is that this course ought to have been taken in the first instance, and we think that the mistake of tactics committed at the recent conference is now generally understood. One evidence of this appears to be the issue by the Council of the Incorporated Law Society of a memorandum by Mr. N. T. LAWRENCE on the proposal to make registration of title compulsory. The writer adopts by far the most effective line of opposition to compulsory registration, and has constructed an admirably neat and terse argument. Starting with the statement that compulsory registration of title, though opposed to the interest of all landowners, is especially obnoxious to the class at each end of the scale of landowners—viz., the landed proprietor who desires neither to sell, nor to buy, nor to mortgage, but simply to hand down the family estate to his successors; and the dealer in, and owner of, small plots, to whom it is essential that he should be able to sell or mortgage with the utmost promptitude, and at little cost—he proceeds to discuss in sufficient detail (though not so minutely as we recently attempted to do) the items of expense likely to attend first registration with a possessory title. As to these he concludes that "the expenses, which must be paid by the landowner, will comprise a percentage on the value and fees for making copies for the registry of the schedules and maps, to be paid to the registry; the charges of the land agent or surveyor; and the charges of the solicitor. The work to be done by the land agent or surveyor in putting an estate on the register is similar to that which is necessary in putting up an estate for sale by auction, and is not likely to be less expensive." He then considers the effect of this on the two classes first mentioned. The landowner who does not want to sell or mortgage will, of course, derive no advantage, and will be injured in at least two respects—(1) by the risk of losing his land if the registrar by mistake transfers any part of it to another person; and (2) by the cost attending the registration of each successor on every devolution of ownership. The dealer in small plots of land, on the other hand, will be seriously hampered by the cost attending registration. Mr. LAWRENCE says that the result of inquiries made throughout the country is that the proportion of transactions in which the consideration money does not exceed £300 is "nowhere less than one-half, and, in some parts of the country, as much as four-fifths, of the total conveyancing business of the district." The pamphlet ought to be in the hands of every solicitor, and, if the Land Transfer Bill ever reaches the House of Commons, ought to be sent to every member of Parliament. Our only regret is that it was not adopted by the Council and issued as their united manifesto. As this has not been done, it is fortunate that the author's name is appended, for most people will consider that no better or less-prejudiced individual testimony as to the effect of the Bill can be had than that of the conveyancing reformer whose presidential address in 1879 foreshadowed, and probably actually first suggested, the leading provisions of the Conveyancing Act and Settled Land Act.

A SOMEWHAT singular case relating to solicitor's costs, which was discussed for several days before Mr. Justice STIRLING, has been decided this week, and it goes far to settle the law in favour of solicitors in the direction indicated by *Barnes* v. *Addy* (22 W. R. 505, 9 Ch. 244). In this latter case a sole surviving trustee appointed

another person sole trustee of half the fund, and transferred the property to him. The new trustee promptly realized and misappropriated it, and then became bankrupt. The action was brought to make the solicitors of either party liable for the loss, but it failed, on the ground that they had not received, or become chargeable with, the trust property, nor had they assisted in the affair with knowledge of a fraudulent design on the part of the trustees. It was held that so long as the trustee was acting within his legal rights the solicitor incurred no responsibility, and could not be made a constructive trustee by reason merely of his assisting in a transaction of which equity would disapprove, and which he had himself expressly disadvised. It is to be noticed, too, that part of the trust fund was used to pay the solicitor's costs of a previous suit, and this payment was expressly allowed to be good. In the present case of *Blundell* v. *Blundell* the breach of trust complained of was somewhat different, a trustee having purchased for himself by means of a nominee trust property which he was selling by auction. This was done against the express advice of his solicitors, but subsequently to this breach of trust, and after they knew of it, they received large sums from the trust estate in payment of costs. It was to make them refund these that the action was brought. Upon this state of facts, and following *Barnes* v. *Addy*, Mr. Justice STIRLING held that the mere fact that the solicitors knew of a breach of trust did not make them constructive trustees or liable to account for the costs they had received. The sole question was whether the trustee had still a right to resort to the trust estate to raise the costs. If his breach of trust were such that he no longer possessed this right, and if the solicitors knew of it, they would then be bound to refund the money; but it was otherwise, if his right to resort to the trust estate still remained. This principle introduces a new point of doubt, and one which it does not seem easy to decide. When is a breach of trust so grave that a trustee is no longer entitled to resort to the trust estate for payment of costs? If by the breach he has lost any part of the estate which he cannot replace, this would seem to be a case in point, for he would then be further diminishing it to pay costs for which he is himself in the first instance liable. But here we are looking at the result of the breach of trust rather than at its nature. Perhaps the next case will throw light upon the point, but meanwhile we may congratulate ourselves that solicitors still have some consideration extended to them.

A POINT, which so far as we know is new, relating to the much-discussed subject of shorthand notes of evidence, was decided by Court of Appeal No. 2 last week in *Ellington* v. *Clark, Bunnett, & Co.* (reported elsewhere). In that case no notes of the evidence had been taken by a professional shorthand writer, but shorthand notes had been taken by clerks of the solicitors of one of the parties, and these notes were referred to on the hearing of the appeal. The court intimated that it must be understood that in future they would not allow shorthand notes of evidence taken by a clerk to the solicitor of one of the parties to be made use of. The clerk, they thought, might be unconsciously biassed by his wish that the evidence should turn out favourably for the party for whom he was acting. There can be no doubt that one main reason of the value of shorthand notes is that they are taken by an independent person, and as the court never resorts to the notes taken by the junior counsel on one side, on the ground that there may be a bias, it was not very likely that they would accept the notes of a clerk of one of the solicitors. In the same case the practice seems to have been laid down as to the mode of obtaining judges' notes of evidence in the Chancery Division for use in the Court of Appeal. It was pointed out in *Alt* v. *Norman* (24 SOLICITORS' JOURNAL, 8) that there had been a difference in the practice of the Queen's Bench and Chancery Divisions in this respect: in the latter it had been the practice for the parties to obtain copies of the judges' notes from his clerk, whereas it appeared from *Dann* v. *Simmins* (W. N., 1879, p. 178) and *Swann* v. *Barber* (*Ib.* 171) that in the Queen's Bench Division the actual notes of the judge were produced; that the application must be made through a judge of the Court of Appeal, and that it was irregular merely to bespeak them from his clerk. In *Ellington* v. *Clark, Bunnett, & Co.* the court laid it down that it is the duty of the appellant in the Chancery Division to request the clerk of one of the judges of the Court of Appeal to ask the clerk of the judge of the court below to supply *a copy* of the judge's notes. The reason for this was explained by the court as being that, "it was often difficult for anyone but the judge himself to read the original notes." From which it would appear that the learned judges of the Chancery Division write illegibly, and as the appeal in the case in question was from Mr. Justice KAY, it may be presumed that the Court of Appeal regarded with special dread the prospect of having to peruse the original notes of that judge. No doubt powerful emotion, such as results from the agonizing duty of passing sentence on a solicitor without hearing him, under the solicitor-baiting rule, has a tendency to disturb a judge's caligraphy. Another reason for the rule may be that, as, since Vice-Chancellor BACON left the bench, there have been no illustrative sketches appended to judges' notes in the Chancery Division, the Lords Justices consider that there is nothing now to compensate them for the labour of deciphering the judge's pot-hooks.

IT APPEARS to us, if we may be permitted to say so, that on both of the subjects which formed the staple of discussion at last week's meeting of the Incorporated Law Society, the decision arrived at was eminently sensible and satisfactory. Mr. TURNER'S case was most properly brought up for consideration, and we think that both the proposal and acceptance of the amendment, which left the matter to the council for consideration and report, showed excellent judgment. No one can accuse us of indiscriminate admiration of all the proceedings of the council, but we believe that, when once put in motion, they can be thoroughly trusted to see that justice is done to solicitors; and we may add that nothing is more likely to strengthen their hold upon the country branch of the profession than the more general knowledge of this characteristic. It is too often the case, however, that solicitors who are censured by judges, or otherwise wronged, fail to report the matter to the council. It should be always remembered that an application is necessary to set the council in motion. You drop in your petition, and then the machine begins to work. Whether this automatic-box principle should be rigidly adhered to, we are not concerned to discuss at present; it undoubtedly has its advantages. The council has something definite to work upon, and has the opportunity of arriving at the real facts of each case. Upon the question of "fusion," the amendment accepted by Mr. WALTER and Mr. KIMBER—following, as it does, the line we ventured to indicate in our first article on the Solicitor-General's speech—when we said that in the direction of rendering easy the transition from one branch of the profession to the other, there might be found an answer to some of the weightest arguments of the speaker—naturally commends itself to our judgment. It is to the interest alike of the public and of the two branches of the profession that men should be at liberty to pass to whichever branch best suits their abilities and temperament, and this the resolution adopted by the society would secure.

THE STANDING COMMITTEE on LAW, at their second sitting last week, reached clause 116 of the County Courts Consolidation Bill, thus nearly completing Part IV. An attempt was made to introduce a clause extending the ordinary jurisdiction of the courts to £150, but it was defeated by a narrow majority. An amendment was, however, made in clause 56, which will have the effect of enabling the county court to entertain actions "in which the validity of any devise, bequest, or limitation under any will or settlement may be disputed," and also actions for malicious prosecution; and the equity jurisdiction was extended to "actions for relief against fraud or mistake in which the damage sustained or the estate or fund in respect of which the relief is sought shall not exceed in amount or value the sum of £500." The other important alterations were these. To clause 72 there were added the words:—"The right of a solicitor to address the court shall not be excluded by reason only that he is in the permanent and exclusive employment of any other solicitor." And to clause 92, which enables the registrar, where a defendant appears and admits the claim, by leave of the judge, &c., to settle the terms and conditions of payment and enter up judgment accordingly, the following words were added:—"Subject to rules and orders under this

Act, a registrar may, on the application of the parties and by leave of the judge, hear and determine any disputed claim where the sum claimed or amount involved does not exceed £2. The judge may, after deciding or reserving any question of liability, refer to the registrar any mere matter of account which is in dispute between the parties, and after deciding the question of liability may give judgment on the registrar's report."

A PROPOSAL, which is understood to be under consideration, to transfer from the Chancery Division to the Bankruptcy Judge all winding-up orders now pending, and also all jurisdiction for winding up companies under the Acts of 1862 and 1867, has aroused a desire on the part of a member of the House of Commons for a return of the number of winding-up orders made since 1862, and of the number now pending. Such a return can with great facility be extracted from the annual judicial statistics, and affords very instructive information as to the amount of business the winding up of companies provides for the several chief clerks of the judges of the Chancery Division. In the year 1862 we find that 9 petitions for winding up under the Act of that date were presented to the court. During the succeeding years the numbers gradually increased, numbering 39, 35, and 65 in the next three years, and in the fifth year rising to 161. Ever since then the number of petitions presented under the Companies Acts has been represented by three places of figures, the highest number being 315 in 1883, and finishing with 221 in 1886, the last return published. The whole number of these petitions during the twenty-five years was 3,952. As regards the number of the orders made on these petitions which directed a winding up and which were carried into chambers, the returns for the first five years of the period under review are silent; but during the last twenty years of the period the winding-up orders carried into chambers numbered 2,187, and at the date of the last return no fewer than 1,193 windings up were still pending. Deducting these 1,193 pending cases from the total of 2,187 orders carried in, we have a balance of 994, which, owing to the imperfection of the returns, only approximately represents the number of estates of companies completely wound up and closed during twenty-five years. The 1,193 cases still pending represent, it may be conjectured, more than sufficient business to occupy the time of the present Bankruptcy staff.

THE COURT OF APPEAL, after lengthened consideration, have, by a majority, reversed the decision of the Divisional Court in *Colquhoun* v. *Brooks* (36 W. R. 332), on which we recently commented, and have held that income tax is not payable on profits of a business carried on in a colony standing to the credit of a partner resident in this country in the books of the business, but not received by him. It was not denied by Lord ESHER that the words of the Acts were large enough to include the profits in question, but he considered that the result of holding that they did include profits coming under such circumstances to foreigners resident in this country would be "a tyrannical construction," and "it could not be supposed that Parliament, by reason of using general words, attempted to do what would be an outrage upon the law and comity of nations." We think that Lord Justice FRY very aptly described this as "an argument, not for a judge, but for a legislator," and, for the reasons we expressed in our previous observations, we retain our opinion that the judgment of Mr. Justice STEPHEN in the court below was right. Our view may be old-fashioned, but we have always considered that the duty of the courts is to construe an enactment, not to decide whether it is or is not "tyrannical" or "outrageous."

On Monday last, on the motion of the Lord Chancellor, the following noble lords were nominated to form the Select Committee on the Land Transfer Bill:—The Lord Chancellor, Earl Stanhope, the Earl of Milltown, the Earl of Morley, Earl Beauchamp, the Earl of Kimberley, the Earl of Feversham, the Earl of Northbrook, the Earl of Selborne, Lord Arundell of Wardour, Lord Watson, Lord Hobhouse, Lord Esher, Lord Herschell, and Lord Thring. On Tuesday, on the motion of the Earl of Kintore, Lord Thurlow and Lord Henniker were added to the Committee.

THE LICENSED VICTUALLER'S "VESTED INTEREST."

IN considered and elaborate judgments, Field and Wills, JJ., have emphatically and unhesitatingly pronounced against the existence of that vested interest in his licence which the Solicitor-General claimed for the licensed victualler, as derivable from the licensing statutes "taken together and properly read," in his speech on the second reading of the Local Government Bill. *Sharp* v. *Wakefield*, in which these judgments were delivered, came before the court upon a case stated by the Quarter Sessions of Westmoreland upon an appeal, under section 27 of the Licensing Act of 1828 (9 Geo. 4, c. 61), from a refusal to renew a publican's licence at Kentmere in Westmoreland, the case having been stated upon the question whether the refusal to renew was justifiable upon the sole grounds of the remoteness of the house from police supervision, and of the absence of evidence that the necessities of the neighbourhood required the licence to be continued.

We will not repeat our statement of the law (*ante*, p. 396) at the time of drawing attention to the very bold statements of the Solicitor-General, but, in addition to the numerous enactments then cited, we must now direct attention to the 9th section of the Licensing Act, 1828, whereby "when *any* question touching the granting, withholding, or transferring any licence, *or* the fitness of the person applying for such licence, *or* of the house intended to be kept by such person, shall arise, such question shall be determined by the majority of the justices," &c., which, as the court pointed out, shews conclusively that the discretion of the justices is not limited to an inquiry into the character of the applicant or his house—thus adding another to the plethora of reasons against the vested interest contended for. Neither will we refer to the mass of authorities cited by the court, as they bear too indirectly upon the question to justify the prolonged examination which they would require. The conclusion of Mr. Justice Field that "he saw no reason, either upon the old statutes or the new statutes, or upon the old cases or the new cases, to throw the smallest doubt upon the proposition that in granting a licence" [to a *public-house*], "whether a new one or by way of renewal, the justices have absolute discretion," is one which we fully anticipated and agree with, and we will add that until the Solicitor-General's declaration we had always believed that this was the universal opinion of the profession, though we think we are also correct in saying—so far as the assertion of so broad a negative proposition may be made—that for the last fifty years at least not a single renewal has been refused, except on the ground of misconduct alone.

Whether, however, the judgment in *Sharp* v. *Wakefield* will, to use the language of Mr. Justice Byles in a well-known case, "for ever exorcise and lay a ghost of a doubt which ought never to have arisen," or whether the disclosure of some weak point in the judgment, such as the curious inability of the court to find a meaning for the expression "special cause personal to the licensed person" (see section 26 of the Licensing Act of 1874), or the supposed unbroken exercise of magisterial discretion in one direction, may move a court of appeal to look more favourably upon the case for the publicans, is more than we can say. Unless and until reversed, the judgment is clear and certain enough to justify licensing authorities, after hearing each applicant (see *Reg.* v. *Walsall Justices*, 3 C. L. R. 100) in refusing to renew the licence of every hotel, inn, alehouse, or public-house in the country, be it ever so well conducted, without any reasons assigned, and without (unless the licensing clauses of the Local Government Bill should pass) one penny of compensation.

One of the particular grounds upon which the refusal in *Sharp* v. *Wakefield* proceeded—that is, the remoteness of the inn proposed to be licensed from public supervision—gave an opportunity to the court to limit the judgment to this or some other *police* ground, and the absence of any such limit or qualification in the judgment is very significant. It is, we think, law that the licensing authorities may, in refusing to renew, proceed upon teetotal grounds. But there is as yet no express judicial opinion, one way or the other, that they may or may not proceed entirely on such grounds. What the decisions, so far as there are any, shew is, that the grounds on which a refusal proceeds need not be stated, and cannot be impugned unless they can be proved to be arbitrary, partial, or corrupt. See *per* Lord Mansfield, C.J., in

R. v. *Young* (1 Burr. 556), referred to by Mr. Justice Field as having decided the point raised in *Sharp* v. *Wakefield* so far back as 1758. In that case it was no doubt said that justices ought to give their reasons for refusing a licence; but there is no doubt also that, except in cases arising out of the Wine and Beerhouse Act, 1869 (which has nothing to do with publicans' licences under the Act of 1828), there is no legal process for compelling them to do so.

LEASEHOLD ENFRANCHISEMENT.

Evidence taken before Committees of the Houses of Parliament, and forthwith published in Blue-books of portentous size, is almost always interesting and almost always inaccessible. Not that the Blue-books are either costly or difficult to procure, but that time fails to wade through the vast mass of details without order and without index. On all subjects it is well to get at the facts of the case, and leasehold enfranchisement is no exception to the rule. The supply of houses for the community is a matter of no small difficulty, and the actual circumstances of the present system ought to be well understood before a hasty opinion in favour of change is formed upon the strength of particular cases of hardship or injustice. These actual circumstances seem to be very fairly presented in a book recently published,* being chiefly taken from the evidence described on the title-page. It is, however, by no means merely a digest; it is also—and this is its main purpose—a statement and a defence of the leasehold system. This, of course, means that it is to be read critically, but so carefully are the facts arranged, so temperate is the argument, and so well reasoned are the conclusions, that the opponents of the system must speedily prepare as powerful an exposition of their side of the question, or judgment will go against them by default. We propose here to indicate briefly the course adopted in the book, though it is one which everyone interested in the matter ought by all means to read for himself.

The first authoritative attack on the leasehold system was made in the supplemental report of the Royal Commission on the Housing of the Working-Classes which sat in 1884. This report, which was signed by a portion only of the commissioners, condemned the system of building on leasehold land as "a great cause of the many evils connected with overcrowding, unsanitary buildings, and excessive rents"; and the commissioners who signed it were further of opinion that "the prevailing system of building leases is conducive to bad building, to deterioration of property towards the close of the lease, and to a want of interest on the part of the occupier in the house he inhabits." Upon this it is remarked (p. 78), and with apparent truth, that, while the commission examined into the state of a number of houses, they did not attempt to ascertain upon what tenure they were held. But more recently a portion of the property in Southwark to which the principal report refers has been dealt with by the Metropolitan Board of Works, and for this purpose it was necessary to ascertain the tenure of the houses comprised in it. It was found that, of forty-one houses included in the scheme (Tabard-street Scheme, No. 21), and which were considered by the board to be insanitary, thirty-six were freehold and only five leasehold! Encouraged by facts such as this, the author of the book boldly carries the war into the enemy's country, and, besides denying the objections which are usually urged against the leasehold system, he maintains that it is both just and equitable to all parties concerned; that it improves the supply of houses both in number and in quality; and that it has special advantages of its own in securing the proper laying out of estates and building of towns.

It must not be supposed that the leasehold system, by which is usually meant terms of ninety-nine years and less, is the most prevalent in the country. Generally speaking, the freehold purchase system is by far the most common, and, with some notable exceptions, is almost universal in the Northern, Midland, and Eastern counties. It is in the Metropolis that the leasehold system is the rule, though many towns of modern growth seem to bear witness to its value, such as Birmingham, Southport, and Bournemouth. Probably, however, the advocates of leasehold enfranchisement have London chiefly in view. In defending, therefore, the system there prevailing, it becomes necessary to consider the objections brought against it, and these may be briefly stated as follows (p. 85):—It fosters bad building; it keeps houses dilapidated towards the close of the lease; it raises rents; it involves the confiscation of the house at the end of the term; it leads to covenants of a vexatious and harassing nature; it is not the result of free contract; and it discourages thrift in the working-classes. The method employed to meet these objections is not so much a categorical refutation of each in turn as a general survey of the system against which they are brought. In three successive chapters the book deals with the equity of the ninety-nine-years system, with the houses supplied by it, and with its special advantages. A brief survey of these will sufficiently indicate the answers which it is thought can be given to the above objections.

In order to understand the justice of the system it is necessary to enumerate the persons who are affected by it. In ordinary cases there are four, the freeholder, the builder, the purchaser of the house (who for convenience is here called the building owner), and the occupier. As to the first it may be remarked that he has by no means a monopoly of the land, and cannot force his own terms on the public. In particular cases, of course, it may be possible for one large landowner to decline to alienate his land, except in his own way, but, in general, in all large towns, there are several landowners competing to attract building to their estates, and this is far too valuable for them to do anything that would drive away intending builders. That this is the case in London the evidence abundantly shews. Not only is there always plenty of freehold land in the market, but on the leasehold estates, such as the Portland Marylebone estate, and those of the Dukes of Norfolk and Bedford (p. 105), it is necessary to fix the terms and improve the houses so as to attract tenants. The means of transit in London are too easily available for landowners to enjoy anywhere a monopoly. Moreover, with regard to the justice of the freeholder taking the building at the end of the term, it appears that leasehold rents are considerably less than freehold rent-charges, and this because the landlord on the one hand will take less, and the builder, on the other, will offer less, on account of the existence of the reversion. Thus one witness, speaking as to Southport, where the ninety-nine-years system and the freehold chief-rent system are in operation side by side, says that each leasehold site is about double the size of each freehold site, and is charged with only about half as much rent. In such cases it seems the lessors receive less than the land is worth by way of rent upon condition of receiving a deferred payment in the shape of buildings at the end of the term (p. 111). Such deferred payment, however, is often only taken in the shape of increased ground-rents when new building leases are granted, as it usually happens on the termination of long leases that the houses have to be rebuilt in accordance with modern requirements.

As to the builders, again, it seems quite clear that the system works to their advantage. They are saved from the necessity of finding capital for the purchase of the land, and it is this which enables the smaller men to carry on their business. Of the class of houses they build we shall speak shortly, but it is to be noticed that the question with them concerns simply the production of houses for sale. They have to bargain on the one side with the freeholder, and on the other with the purchaser of the house, and it is pretty certain that the leasehold system assists them in this, and enables them to get back their outlay with a profit. The building itself often changes hands in the course of the ninety-years, and as each new owner carefully calculates his price according to fixed tables based on the terminable nature of the property, it is clear that no injustice is done to him when the end of the lease comes. Interesting examples of this are quoted on pp. 122—125 of the book before us, but they are too long to be detailed here. There is certainly no doubt, judging from the evidence, that in all ordinary cases of the supply of houses the freeholder, the builder, and the building owner thoroughly understand the leasehold system, and make their agreements so as each in his sphere to profit by it. The freeholder takes a smaller present income for the sake of future gain; the building owner looks for high profits on his investment; and the builder acts like any other manufacturer, building houses and selling them at a profit.

Lastly, then, we come to the occupier, and we have to consider

* Town Holdings: A Digest of Evidence as to England and Wales given before the Select Committees of the House of Commons of 1886 and 1887, and Statement as to Leasehold Enfranchisement, &c. Cassell & Co.

whether, while the rest of the people concerned are living handsomely on their gains, he has to put up with a badly built, unhealthy house, for which he is compelled to pay an exorbitant rent. Upon these points the evidence collected in the digest is very clear, and until equally clear evidence is produced on the other side it is difficult to see how a compulsory change in the system would improve the occupier's position. As we have just seen, the plan of hiring land for building, instead of buying it, facilitates the builder's operations, and so increases the supply of houses and tends to keep down rents; while, as long as houses built on the freehold system are standing side by side with the other, it is impossible to exact a higher rent from the occupier on the ground of tenure. Moreover, as to quality, it is strongly denied (p. 144) that a builder puts up inferior houses on the leasehold system, and perhaps the best answer to this is to point to towns which have been constructed on that system, such as those above mentioned, and to the fact that the most famous builders of the day—such as Cubitt, Seth Smith, and Freake—have constructed the principal squares and thoroughfares of the West End on the same system. The fact is that jerry-building is as likely to occur on the freehold as on the leasehold system, while in the latter there is the additional safeguard of the freeholder's oversight. It is for his interest chiefly that the buildings should be substantial, and this is a matter that in practice he seems to attend to (p. 145). But if the leasehold system in the first place produces houses not worse than the freehold, it is maintained that subsequently it is more efficacious in keeping them in repair. The building owner is, indeed, under direct covenants to do this, and these the freeholder is careful to enforce, while under the freehold system the owner has no one to exercise this supervision over him, and, if he is impecunious, he will put off the repairs as long as he can. Moreover, if he is surrounded by other owners equally neglectful, he has little encouragement to spend money upon a house that is to be surrounded by squalor. An instructive example of all this is furnished by the evidence of Mr. Bourne, steward and solicitor to the Duke of Bedford, with regard to Bedford-street, built under the leasehold system, and Bedfordbury, where the plots were granted out on fee-farm rents (p. 155). The downward career of the latter place, where every freeholder was his own master, is strikingly traced until the Metropolitan Board had to step in, under Sir R. Cross's Act, and, making a clean sweep of the place, granted it afresh to the Peabody trustees. We might quote further details to shew how the leasehold system not only favours the maintenance of houses, but also facilitates their renewal at the end of the lease, but space forbids. It is enough to point out that a freeholder, who also owns the buildings, has to suffer the loss of his rack-rent when they come to be pulled down; while a lessor, who has just come into his reversion, may well be satisfied with the increased ground-rents he can get upon letting out the sites for rebuilding. Numerous examples of the improvements thus effected by lessors are given on pp. 157—163. We must also be content with simply referring to the advantages which the leasehold system offers in the original uniform laying out of estates, and the facility with which their character can be maintained by means of covenants.

As we said at the beginning, the book is avowedly written *ex parte*, but if this is not the side of the question on which truth lies, its opponents ought speedily to be in the field with an equally skilful refutation. It is something to state one's case and marshal the evidence.

It is stated that the President has nominated Mr. Melville Weston Fuller, of Illinois, as Chief Justice of the Supreme Court of the United States. Mr. Fuller, who is a prominent lawyer of Chicago, has been an active Democratic politician. He was born in Maine, is aged fifty-five years, and is a graduate of Bowdoin College, having been in the same class with Minister Phelps. [As Chief Justice Waite died on the 23rd of March, it appears that they are more leisurely across the Atlantic in filling up high judicial posts than we are here.]

The following gentlemen will retire by rotation from the Bar Committee on the 9th of June next, viz.:—Sir Horace Davey, Q.C., Mr. R. B. Finlay, Q.C., M.P., Mr. R. A. Bayford, Q.C., Mr. Pitt-Lewis, Q.C., M.P., Mr. H. B. Buckley, Q.C., Mr. W. C. Renshaw, Q.C., Mr. E. W. Bryne, Q.C., and Messrs. H. F. Boyd, G. Farwell, Chadwyck-Healey, Howell Jeffreys, Ingle Joyce, W. W. Knox, E. L. Levett, D. Sturges, and E. P. Wolstenholme. The annual election of members to fill the above vacancies will be held in the week ending the 2nd of June next.

REVIEWS.

AGREEMENTS.

PRACTICAL FORMS OF AGREEMENTS. By H. MOORE, Esq. SECOND EDITION. Revised and Edited by T. LAMBERT MEARS, LL.D., M.A., Barrister-at-Law. William Clowes & Sons (Limited).

In reviewing the first edition of this work we found it necessary to call attention to several defects which seemed likely to interfere with its usefulness. That it has, nevertheless, supplied a want is shewn by the fact of a second edition being called for, and with the second edition a new editor has been brought in. From this, or some other cause, we are glad to see that several of the most conspicuous blunders to which we referred have been rectified. Thus a vendor is no longer made to agree as "beneficial owner," and a solicitor is no longer described as a "solicitor of her Majesty's Courts of Law and Equity and the High Court of Justice." Some slight portion of the redundant verbiage has likewise been struck off, but with too sparing a hand. We referred on the last occasion to the fifty years of practise during which the author said the forms had been collected, and we suggested that some might date from the beginning of that period; but why does Dr. Mears, in giving an extract from the first preface, carefully omit this allusion to fifty years, and yet keep the lengthy forms almost intact? A glance at the first agreement, which is for the sale of a freehold estate of inheritance, will at once shew how useless clauses are still inserted, and useful ones extended to unconscionable length. A comparison with standard works shews that the form is double the length of accepted forms in actual use. It may be said that this is due to the insertion of optional words and phrases in brackets; but this is only a slight excuse. We do not want forms in which it is necessary to decide at every step whether to insert or omit this or that expression which the caution of old conveyancers, or their desire to lengthen documents, has devised; a well-drawn form should give what is most suitable to the occasion according to modern practice, only pointing out possible variations for probable change of circumstances. The plan of introducing the fullest possible amount of verbiage, and leaving the draftsman to condense at pleasure, is by no means to be commended. This is a defect which runs more or less through the book, but in forms of more modern growth it is less observable than elsewhere. In all the forms the clauses are wisely arranged in separate paragraphs, but it is not clear why in some cases they are numbered and in others not. Moreover, it would have been a great assistance, in looking for suitable forms and clauses, had the effect of these last been briefly stated in the margin. On the whole we must consider that, while the book contains a large number of forms, suited to varying circumstances, and many of them suggestive, yet it is still capable of improvement, both in the way of condensation and of arrangement, if it is to keep pace with modern drafting and modern needs.

BURIAL.

THE LAW OF BURIAL; INCLUDING ALL THE BURIAL ACTS AND OFFICIAL REGULATIONS, WITH NOTES AND CASES. By J. BROOKE LITTLE, B.A., Barrister-at-Law. Shaw & Sons.

"There are," says Mr. Little, "more than 120 public Acts of Parliament relating, in whole or in part, to matters connected with the burial of the dead"—that is, more than 100 Acts in addition to the nineteen Burial Acts properly so-called. After a full and careful introduction, dealing with the whole common and statute law of burial as a whole, Mr. Little has set out, "in whole or in part," sixty-six statutes, laying under contribution the Church Building Acts, the New Parishes Acts, and the Registration Acts in groups, and such Acts as the Lands Clauses Act (which is incorporated by section 27 of the Burial Act of 1852) and the Railways Clauses Acts (which is incorporated by section 62 of the Cemeteries Clauses Act) in isolated extracts. There are good notes to the more important statutes, and certain Home Office and Local Government Board Regulations are very properly inserted. We greatly doubt the usefulness of printing so many supplemental statutes, such as the Lands Clauses Act, and regret to find that, even when printed, they are not always sufficiently annotated. A serious instance of this kind of defect is to be found in section 157 of the Railways Clauses Act, 1845, which is printed without any reference to its partial, but very extensive, repeal by the Summary Jurisdiction Act, 1884, or to the character of the clauses of the Summary Jurisdiction Act, 1879, which supersede that and other appeal clauses by virtue of the Act of 1884.

PUBLIC MEETING.

THE LAW AS TO PUBLIC MEETING. By J. W. BLAGG, Barrister-at-Law. Butterworths.

In this little book Mr. Blagg states all the authorities, ancient and modern, upon his subject, and discusses them carefully and intelli-

gently, pointing out that "no lawyer can say that there is an absolute, unlimited right of public meeting," and that "there is no legal right to hold meetings in highways, unless the persons assembled are in constant motion"—a motion, we may observe, which conflicts with the term "meeting" as generally understood, and certainly renders the meeting useless for all practical purposes of discussion and debate. Riot and meetings "within a mile of Westminster Hall" are also dealt with, but, in respect to the first, we find no mention of the punishment for contravening the Riot Act (altered from death to penal servitude for life by 1 Vict. c. 91, s. 1, as amended by 20 & 21 Vict. c 3), and, in respect to the second, no mention of 28 & 29 Vict. c. 48, s. 18, by virtue of which we think that the Royal Courts take the place of the old courts at Westminster where mentioned in (amongst other statutes) 57 Geo. 3, c. 19, s. 23, "the words" in which "as to the Courts of Justice," says Mr. Blagg, "cannot, if construed strictly, have any operation now." There is no table of statutes or cases, the latter finding places in an index remarkable for the number of references to names of persons. "Asquith, Mr. H. H.," is a somewhat novel item in an index to a law book.

CORRESPONDENCE.

THE CHANCERY TAXING MASTERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In or about June, 1887, Mr. Wainewright retired, and the Lord Chancellor appointed Mr. Walker as successor to Mr. Wainewright. I believe the new master was unfortunately taken ill soon after his appointment, and Mr. Ryland was, shortly before the Long Vacation last year, appointed "an additional" taxing master, making the ninth, and thus filling up the number originally contemplated, and conferring a boon on the suitors, but for which they, and they only, pay, by their fees, amounting to £2 10s. per centum on the amounts certified on taxation.

This percentage produces a profit of over £10,000 a year, and the suitors should have the benefit of it. No one seems able to answer the question whether Mr. Walker has resigned or no, or when he will resume the active duties of his office as Chancery taxing master in London. We have entered the eleventh month since the retirement of Mr. Wainewright. Mr. Ryland is vigorously discharging his duties as taxing master; but if Mr. Walker has resigned, another master should be appointed, because there are only seven Chancery taxing masters now to take the whole of the Chancery work, as Mr. Bloxam has his time filled up by taxing *all* the lunacy bills and costs in such matters of Chancery business as had been referred to him before July, 1887, when the new arrangement as to taxations in lunacy was made.

The busiest part of the legal year is now upon us, and it is really important that the profession should know whether Mr. Walker has resigned or is coming back, and, if the latter, when?

Upper Holloway, N., May 1. JAMES RAWLINSON.

THE LOCAL GOVERNMENT BILL AND THE INNS OF COURT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—May I ask you to insert the enclosed correspondence in the SOLICITORS' JOURNAL, with the observation that I learn that the reference to Gray's-inn applies equally to Lincoln's-inn and the Temple. J. PERRY GODFREY.

Gray's-inn, May 3, 1888.

The following is the correspondence referred to:—

18th April, 1888.

To the Right Hon. Charles Thomson Ritchie, M.P., President, Local Government Board.

Sir,—As the management of London is about to be reconstituted, will you allow me to call your attention to an anomaly, which in these times ought not to exist, and which, I am sure, I have only to bring to your notice to insure your consideration of the matter.

The constitutional principle of taxation is, I believe, representation, but, strange to say, this does not exist in the instance to which I am referring. In Gray's-inn the residents pay rates and taxes, but without having any voice in local affairs.

I understand that the benchers of the honourable society are called upon to contribute a certain sum for certain purposes; they then divide this sum among their tenants, and the same is collected by one of their own officers. I submit it is but fair to those who reside in the inn and who pay these rates that they should have the same advantages in local government as those who dwell outside the boundaries of the inn. I am Sir,

Your obedient Servant,

J. PERRY GODFREY.

Local Government Board,
Whitehall, S.W.,
April 19, 1888.

Sir,—I am desired by Mr. Ritchie to acknowledge the receipt of your letter of yesterday, and to say the matter will receive his consideration. Yours faithfully,

N. HERBERT.

J. Perry Godfrey, Esq.

THE CUSTOMS AND INLAND REVENUE BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have votes for seven different constituencies, represented by members all of whom, by the way, are supporters of the present Ministry.

I have sent to each member a copy of the letter which I inclose in reference to the 17th clause of the Customs and Inland Revenue Bill.

I believe we solicitors are strong enough, if we will only exercise reasonable exertion individually, to secure the adoption of a right and reasonable amendment in any measure before Parliament.

2, Soho-square, London, W., May 1. W. J. FRASER.

The following is a copy of the letter referred to:—

Sir,—As one of your constituents, I beg to call your attention to the 17th section of the Customs and Inland Revenue Bill, and to express an earnest hope that you will do your best to make the operation of that clause prospective and not retrospective, by making it apply only to instruments, &c., executed after the passing of the Act. To put it mildly, it will be a monstrous injustice to make the clause retrospective. It has not been the practice for deeds to be left unstamped, but sometimes by accident it so happens, and at other times in consequence of the changes which have taken place in the law relating to stamps, an instrument may have been incorrectly or insufficiently stamped.

There are, of course, cases where, on account of the largeness of the duty payable, the document has been left unstamped. There has been no penalty for this, except that the document could not be produced in evidence without paying the proper duty and the penalty.

A large number of persons have purchased properties in recent years subject to a condition of sale such as that which it is now proposed shall be void.

This question concerns not only solicitors, but owners, and especially vendors and purchasers of property.

It is somewhat extraordinary that there should, apparently, be so much difficulty in getting the Chancellor of the Exchequer to agree to the amendment of this clause.

The tenacity with which he clings to it, or rather with which those who are instructing him cling to it, forms just one of those grounds which irritate and annoy constituents, and tend to make the Ministry unpopular.

There was a letter in the *Standard* newspaper on the matter on the 30th of April, and an article to the same effect as this letter in the SOLICITORS' JOURNAL for Saturday, the 28th of April.

I trust to hear that you have been able to induce the Chancellor of the Exchequer to agree to the amendment of this 17th clause.

Regretting to have troubled you, which necessity and reason alone induce me to do, I remain, &c., W. J. FRASER.

May 1.

While Mr. Justice Manisty was trying a case in Court No. 5 on Tuesday, he characterized as perfect disgraceful the blasts of cold air that were continually coming up into the court, and said he would adjourn unless they were stopped, as he had caught a bad cold from the effect of these blasts during the past week.

At the Leicester Police-court on Tuesday, Mr. F. J. F. Kirby, solicitor, described as of Anstey Frith, Leicester, was brought up in custody on a warrant charged with having obtained by means of false pretences from the Leicester branch of the Stamford, Spalding, and Boston Banking Co. (Limited) the sum of £48 and divers other moneys, with intent to cheat and defraud, on the 18th of August, 1886, and other days. Mr. H. Wright, solicitor, prosecuted, and the prisoner was defended by Mr. J. B. Fowler. Mr. Wright stated that the prisoner's affairs were now in bankruptcy, and only formal evidence would be given as to the charges to justify a remand in order that the case might afterwards be fully gone into. Mr. Waite, manager of the Stamford, Spalding, and Boston Bank, then gave evidence as to large advances made to the prisoner on the deeds of certain properties, but he had since seen deeds at the office of the official receiver which shewed that the prisoner had ceased to have any interest in the properties in question, and the deeds referred to had been nullified by subsequent deeds. On this evidence the prisoner was remanded for a week, bail being refused. The court was crowded, the prisoner having until recently been a member of the town council, deputy magistrate's clerk, and deputy coroner for the borough and county of Leicester.

CASES OF THE WEEK.

COURT OF APPEAL.

COLQUHOUN v. BROOKS—No. 1, 28th April.

INCOME TAX—LIABILITY TO ASSESSMENT—PROFITS ACCRUING AND INVESTED ABROAD.

This was an appeal from the decision of a divisional court (Stephen and Wills, JJ.), and raised a question of importance as to assessment to income tax. The case is reported 19 Q. B. D. 400. Mr. Brooks, who was solely resident in England, was a partner in a firm carrying on business in Melbourne, Victoria, which was entirely distinct from the business carried on by Mr. Brooks in England. Various sums of money were from time to time remitted to Mr. Brooks from Melbourne, in respect of which he had been duly assessed to income tax, but certain further amounts stood to his credit in the books of the Melbourne firm, no part of which were received in England. The question now raised was whether he was liable to be assessed upon such further amounts. A case having been stated by the Income Tax Commissioners for the City of London, the Divisional Court were divided in opinion, Stephen, J., holding that the amount was rightly assessed, and Wills, J., being of the contrary opinion. Wills, J., as the junior judge, withdrew his judgment, and Mr. Brooks appealed. By Schedule D. of 16 & 17 Vict. c. 34, s. 2, duties are imposed for and in respect of the annual profits and gains arising or accruing to any person residing in the United Kingdom from any kind of property whatever, whether situate in the United Kingdom or elsewhere, and for and in respect of the annual profits or gains arising or accruing to any person residing in the United Kingdom from any profession, trade, employment, or vocation, whether the same shall be respectively carried on in the United Kingdom or elsewhere.

THE COURT (Lord ESHER, M.R., and LOPES, L.J., FRY, L.J., dissenting), having taken time to consider their judgment, allowed the appeal. Lord ESHER, M.R., said that it was impossible to imagine larger words than those used in the Act. There was no limitation as to time or as to the class of persons, and the words would apply to a foreigner resident in England as well as to an Englishman. Foreigners might be required to produce their books to the Inland Revenue authorities, and might be required to pay income tax while resident in England on the profits of their businesses or vocations abroad which were wholly carried on aboard, and no part of which profits were received in this country. Such a construction of the Act was a most tyrannical construction, and was contrary to the comity of nations. It could not for one moment be supposed that Parliament had intended when using these general words to do what would be an outrage upon the law and comity of nations, and what must lead to unanswerable remonstrances. He was not prepared without an express statement of the Legislature to put such a construction on these general words. He desired, therefore, to agree with the judgment of Wills, J., and to rest his judgment on these broad grounds. LOPES, L.J., concurred. It was impossible to say that there was no limitation to the general words used in the Act, and the true limitation was, in his opinion, that the duty was chargeable only on the amounts actually received in this country from the business carried on abroad. FRY, L.J., thought that the section was clear as imposing a tax on all profits or gains arising or accruing to persons residing in this country. The language was express, and it mattered not where the trade was carried on. The expediency of imposing such a tax was a question for the Legislature alone, and not for a judge. He therefore agreed with the judgment of Stephen, J.—COUNSEL, *Sir Henry James*, Q.C., *T. E. Scrutton*, and *A. C. Nicoll*; *The Attorney-General* (*Sir R. E. Webster*, Q.C.), *The Solicitor-General* (*Sir E. Clarke*, Q.C.), *and A. V. Dicey*. SOLICITORS, *Shepheards*; *Solicitor for Inland Revenue*.

WILLIAMS v. THE COLONIAL BANK—No. 2, 1st May.

NEGOTIABLE SECURITY—SHARES—PLEDGE OF CERTIFICATES—BLANK INDORSEMENT—MERCANTILE USAGE—AMERICAN LAW—FRAUD—ESTOPPEL.

This was an appeal from a decision of Kekewich, J. (36 Ch. D. 659). The question was whether the certificates of shares in an American railway company, which had been indorsed by the legal owners (the executors of a deceased shareholder), and handed to their broker for the purpose of being sent to New York for registration in their names, were negotiable securities, so as to give a title as against the executors to persons with whom the certificates had been fraudulently deposited by the broker as security for his own debt. The testator, at the time of his death in 1880, was the registered owner of the shares. The certificates stated that the shares were "transferable in person or by attorney in the books of the company only on the surrender and cancellation of this certificate by an indorsement thereof hereon, and in the form and manner which may at the time be required by the transfer regulations of the company." The indorsement was as follows:—"For value received——do hereby sell, assign, and transfer to——shares of the capital stock of the New York, &c., Railroad Co., of 100 dollars each, standing in——name——on the books of the company, and represented by the within certificate. And do hereby irrevocably constitute and appoint——attorney to execute a surrender and cancellation of the within certificate, and also to do all things requisite to transfer the said stock on the books of the said company, in such form and manner as may be necessary or be required by the regulations of the said company in that behalf with full power of substitution in the premises." This form, when duly filled up, constituted the formal transfer of the shares. The executors, being desirous that the shares should be registered in their names, sent the certificates to Thomas & Co., their brokers, by whom they were informed that they should sign the indorsement in blank, and that the certificate should be sent to New York with the necessary evidence of the will and of the death of the testator. The certificates, with the indorsements signed in blank, were accordingly delivered to Thomas & Co. in January, 1881, who afterwards represented to the executors that they had been sent for the purpose of registration to New York, where they would remain pending the instructions of the plaintiffs in case they desired a sale, so as to avoid the risk of a double transmission of the certificates. The certificates were in fact not sent to New York, but in February, 1881, the transfers still being in blank, were deposited by Thomas & Co. with the Colonial Bank as security for a balance due from them to the bank. In February, 1884, Thomas & Co. were adjudicated bankrupts. The railway company had refused to alter the registration of the shares, because the signatures of the executors had not been acknowledged before an American consul. This action was brought by the executors against the Colonial Bank and the trustee in bankruptcy of Thomas & Co, claiming a declaration that the deposit of the certificates conferred no legal title on the bank, and claiming delivery to the plaintiffs of the certificates. The bank claimed to be entitled to a charge upon the shares for the amount due to them from Thomas & Co., alleging that they had accepted the certificates as a security in the belief that they belonged to Thomas & Co.; that the usage of bankers and others was to pass the property in such shares by delivery of the indorsed certificates, which by American law were negotiable securities; and that the plaintiffs had impliedly given Thomas & Co. power to pledge the shares and fill up the blanks. At the trial there was evidence that, according to American law, the legal title to shares vested in the person who for the time being was the person enabled to have them registered in his name as the legal owner thereof, and that such certificates were equivalent to securities to bearer and passed from hand to hand without registration. But there was also evidence that in the case of transfers of the shares of a deceased owner the appointment of his representatives had to be strictly proved, and that until this was done the document was incomplete and would not pass as "good delivery" upon the Stock Exchange. Kekewich, J., held that the bank were entitled to hold the certificates as a security for the debt due from Thomas & Co. He was of opinion that the certificates must be construed according to American law; that the bank were not put upon inquiry in dealing with Thomas & Co.; that the executors must be taken to have known the nature of the securities, and to have given their brokers all the authority which by the law merchant went with them; and that, having given this power to Thomas & Co., they were estopped from denying their authority to deal with the shares as they thought proper.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.), reversed the decision. COTTON, L.J., said that according to English law the title of the bank as transferees of the certificates would not be a legal title, but a mere inchoate title, which would not enable them, as transferees, from Thomas & Co., to hold the shares as against the plaintiffs. According to American law, however, they would have, not only the legal, but also the equitable title. The case, however, must be decided by the law of England, and not by that of America, as the question whether Thomas & Co. had a good title to transfer the certificates to the bank was one which arose in this country, and therefore depended upon English law. It was well settled that no one could transfer any better title to an instrument which was not negotiable than that which he himself had. The transfer by Thomas & Co. to the bank was made in fraud of the plaintiffs. Thomas & Co. never received any authority from the plaintiffs to deal with the certificates. The only question, then, was, whether there had been anything in the conduct of the plaintiffs to estop them from asserting their title to the shares as against the bank. The certificates were not on the face of them certificates to bearer, but expressly represented that the shares, in respect of which the certificates were issued, could only be transferred with certain formalities in the books of the company. And, when on the face of the document there was someting irregular in the alleged transfer to them, the defendants could not rely upon estoppel as against the plaintiffs. The absence of a certificate of transfer in compliance with the requirements stated on the face of the certificates was sufficient to have put the defendants upon inquiry when the certificates were handed to them by Thomas & Co., and not having done so they took at their own risk, and if the persons from whom they took had not a good title, the defendants did not acquire any better title. There had been no negligence on the part of the plaintiffs in leaving the certificates with the brokers. LINDLEY, L.J., said that the constitution of the company, and the proper mode of becoming a shareholder, and the consequences of having acquired a title to the certificates, were questions which might depend on American law, but American law did not regulate or apply to dealings in this country with a document by way of gift, sale, or pledge. And, although the documents in question might be negotiable instruments in America, that would not be sufficient to render them negotiable in this country, so as to give a *bond fide* holder for value a good title against the true owner from whom it had been stolen. Apart from the question of estoppel, the bank had not acquired any title to the certificates. Thomas & Co. were not owners of the certificates, and were not, in fact, empowered to pledge them so as to bring the case within the Factors Acts. The general rule of law would, therefore, apply that the brokers, who had no authority to part with the certificates, could not, by transferring them to the bank, give the bank a title to hold them as against the plaintiffs, the true owners. Had any title been acquired by estoppel? What representation had been made by the executors which they were precluded from denying, or what had been done by them calculated to lead to the inference that Thomas & Co. had authority to pledge the certificates? On the face of the certificates the testator was stated to be the owner of the shares. The indorsement represented quite truly that the person who was entitled to the certificates might fill up the blanks, but this was the utmost apparent

authority given. The certificates with the transfers in blank, when deposited by Thomas & Co. with the bank, being imperfect and not negotiable instruments, conferred no legal title; and the documents not being in proper form, and there being enough on the face of them to put the bank on inquiry, the defence of estoppel was not available. BOWEN, L.J., concurred.—COUNSEL, *Sir Horace Davey*, Q.C., *Warmington*, Q.C., and *Decimus Sturges*; *Rigby*, Q.C., *Reid*, Q.C., and *Christopher James*; *Latham*, Q.C., and *T. H. Wright*. SOLICITORS, *Young, Jones, & Co.*; *Druces & Attlee*; *Freshfields & Williams*.

Re THE MISSOURI ESTATE, RAILWAY, AND IRON CO.—No. 2, 2nd May.

PRACTICE—"ABATED" APPEAL—DEATH OF APPELLANT—R. S. C., 1883, XVII., 10.

The question in this case was how the respondent to an appeal which had, by reason of the death of the appellant, been marked by the officer of the court as "abated," was to get rid of it. Notice of appeal was given in April, 1887, and in July, 1887, the appellant died, and the appeal was afterwards marked as abated. The appellant died in England, but he was an American. It was believed that he had no personal representative, and it was not ascertained who was his next of kin. The respondent was the liquidator of the company, and he desired to get rid of the appeal, in order that he might proceed to distribute assets of the company to a large amount which were in his hands. No steps had been taken since the death of the appellant to prosecute the appeal. Rule 10 of order 17 provides that "Where any cause or matter shall have been standing for one year in the cause book marked as 'abated,' or standing over generally, such cause or matter, at the expiration of the year, shall be struck out of the cause book." The respondent's counsel suggested that this rule did not apply to an appeal, and that the word "abated" ought to be removed from the appeal in the list.

THE COURT (COTTON, FRY, and LOPES, L.JJ.), thought that they could do nothing at present to assist the respondent. COTTON, L.J., said that an appeal was a "cause or matter," though it was in the Court of Appeal. If the respondent wished to act before the expiration of the year he must, if he could, find out who was the next of kin of the appellant in America, and then his lordship would be disposed to give the appellant leave to serve the next of kin with notice of an application to dismiss the appeal. FRY, L.J., was disposed to think the best course was to let the year run out, and then to apply to the court.—COUNSEL, *A. Young*. SOLICITORS, *Stretton, Hilliard, & Co.*

HIGH COURT.—CHANCERY DIVISION.

Re BRITANNIA MILLS CO.—North, J., 28th April.

COMPANY—REDUCTION OF CAPITAL—CONFIRMATION BY COURT—FORM OF MINUTE TO BE REGISTERED—COMPANIES ACT, 1877, s. 4.

This was a petition by the company for the confirmation by the court of a special resolution which had been passed for the reduction of the company's capital by cancelling paid-up capital which had been lost or was not represented by available assets. A question arose as to the form of the minute which was to be registered.

NORTH, J., confirmed the proposed reduction, and adopted the form of minute which was approved by Kay, J., in *Re The West Cumberland Iron and Steel Co.* (*ante*, p. 306), that is, containing a statement that the capital of the company "is from henceforth £ [stating the amount, the number of shares, and the amount paid up thereon] instead of the original capital of £ [stating the amount, the number of shares, and the amount paid up thereon]." His lordship said that for the future he would always adopt that form of minute in such cases.—COUNSEL, *Cookson Crackanthorpe*, Q.C., and *F. Beaufort Palmer*. SOLICITORS, *Chester, Mayhew, & Co.*

Re FREWEN, FREWEN *v.* JAMES—North, J., 26th April.

SETTLED LAND—APPLICATION OF CAPITAL MONEY—DISCHARGE OF INCUMBRANCE AFFECTING INHERITANCE—MORTGAGE FOR LONG TERM OF YEARS—SETTLED LAND ACT, 1882, s. 21.

The question in this case was whether money arising from the sale by the tenant for life of part of a settled estate could be applied, under section 21 of the Settled Land Act, 1882, in discharging part of a mortgage debt which was secured by a mortgage for a term of 2,000 years of another portion of the settled estate. Section 21 provides that capital money arising under the Act may be applied (*inter alia*) "in discharge, purchase, or redemption of incumbrances affecting *the inheritance* of the settled land, or other the whole estate the subject of the settlement."

NORTH, J., held that the money might be applied as proposed in part discharge of the mortgage debt. He could not say that he felt no difficulty in holding that the mortgage was one "affecting the inheritance of the settled land," within the meaning of section 21. But he had come to the conclusion that this was the right construction for two reasons. In the first place, if the mortgagee foreclosed the mortgage he would be entitled, under the provisions of section 65 of the Conveyancing Act, 1881, to enlarge the long term into a fee, and if he could do this it could hardly be said that the incumbrance did not affect the inheritance. In the second place, the Act empowered the tenant for life to sell the land in fee, free from incumbrances, and, unless such a mortgage could be paid off out of the purchase-money, that could not be done. The object of the Act was that, as between the persons interested in the estate and the purchaser, the tenant for life should be able to bind everyone who was interested in the estate, and to convey the estate to the purchaser in fee free from all incumbrances.—COUNSEL, *Dauney*; *J. M. Lloyd*. SOLICITORS, *Collinson, Pritchard, & Green*; *T. W. & T. B. Nelson*.

Re F. REED (DECEASED)—Chitty, J., 27th April.

WILL—CONSTRUCTION—GIFT TO A CLASS—BROTHERS AND SISTERS—HALF-BLOOD.

The question in this case was whether, upon the construction of a gift contained in a will to sisters as a class, sisters of the half-blood were entitled to share.

CHITTY, J., said that a gift to sisters or brothers as a class, in the absence of a context to the contrary, must be read as a gift to a class comprising persons of the half-blood. Such was the construction which had been put upon gifts to nephews and nieces. So, too, in the Statute of Distributions, the provision that no representative should be admitted after brothers' and sisters' children did not exclude children of the half-blood. Therefore, there being nothing in the context of the will to cut down what he conceived to be a construction founded upon principle, the sisters of the half-blood would have been entitled to be admitted into the class. In the present case, however, there was an overruling context, and he decided against their claim.—COUNSEL, *Whitehorne*, Q.C., and *Badcock*; *Romer*, Q.C., and *Swinfen Eady*; *Sir Arthur Watson*, Q.C., and *R. F. Norton*; *Maclean*, Q.C., and *Gayer*; *Latham*, Q.C., and *Warlters Horne*. SOLICITORS, *Crowders & Vizard*; *T. Parker Dixon* for *Mahaffey*, Belfast.

WHYTE-MELVILLE *v.* WHYTE-MELVILLE—Stirling, J., 28th April.

PRACTICE—ATTACHMENT—SUBSTITUTED SERVICE—R. S. C., 1883, LXVII., 6.

This was a motion for leave to issue a writ of attachment against the defendant for disobedience to an order directing him to hand over certain securities to the receiver in the action. An order for substituted service had been obtained, by which service on the defendant's solicitor was to be deemed service on the defendant. It was objected, on behalf of the defendant, that an order for committal could not be obtained unless there had been personal service of the order for disobedience to which committal was asked. The Annual Practice, p. 158, was referred to, where it is stated that the order on which attachment is founded must be personally served, and also Seton, p. 1568, where it is said to be otherwise where an order for substituted service has been obtained.

STIRLING, J., said that ord. 67, r. 6, enabled the court to allow substituted service where it considered that there was a probability that that course would have the effect of bringing to the notice of the defendant the fact that the order had been made. He could not make any exception in the case of an attachment, and the order must go.—COUNSEL, *Hastings*, Q.C., and *Ingpen*; *Levett*. SOLICITORS, *Poncione & Leggatt*; *Lewis & Lewis*.

HIGH COURT.—QUEEN'S BENCH DIVISION.

SHARP *v.* WAKEFIELD AND OTHERS, JUSTICES OF WESTMORELAND.—30th April.

LICENSED HOUSE—RENEWAL OF LICENCE—DISCRETION OF JUSTICES.

This was a case stated by the quarter sessions of the county of Westmoreland, raising the question whether licensing justices have an absolute discretion in the refusal of renewal licences. William Ridding, who was the tenant of the appellant, was the holder of a licence for the sale of intoxicating liquors at an inn at Kentmere. On his applying to the licensing justices for a renewal of his licence, his application was refused. The appellant then appealed to the quarter sessions, when the refusal of the licensing justices was affirmed, on the ground of the remoteness of the house from police supervision, and having regard to the character and necessities of the neighbourhood. It was now argued on behalf of the appellant that, the application being for a renewal and not for a new licence, the justices could not refuse on mere discretionary grounds: section 42 of the Licensing Act, 1872; section 26 of the Licensing Act, 1874; and *Reg. v. Licensing Justices of Market Bosworth* (35 W. R. 734).

THE COURT (FIELD and WILLS, JJ.) affirmed the order of the quarter sessions. FIELD, J., said that by the Act of 1828 (9 Geo. 4 c. 61), the granting of licences, which at that time rested with individual justices, was committed to the whole body of justices. The licences were to be granted to such persons as the justices in the exercise of their discretion should deem fit and proper. It was clear that under that Act the justices had a discretion to refuse on the ground that a public-house was not wanted at the place in question: *Reg. v. Justices of Lancashire* (19 W. R. 204, L. R. 6 Q. B. 97); though it was held that they must exercise a particular discretion in each case as it came before them: *Reg. v. Justices of Walsall* (24 L. T. 111). Neither before that Act, nor under that Act, was any distinction made between an application for a new licence and an application for a renewal. Nor had it ever since been held that a holder of a licence had an absolute right to a renewal. It was true that up to 1869 a licence for a beerhouse could be taken out without any application to the justices; and when the Legislature in that year, by 32 & 33 Vict. c. 27, made such application necessary, it was provided that a beerhouse-keeper, having by custom acquired a sort of vested interest in his licence, should not be deprived of it, except on special grounds mentioned in the Act. But this case was not a case of a beerhouse licence. The Licensing Act of 1872 (35 & 36 Vict. c. 94) applied to all retailers of intoxicating liquors, and did not recognise any such vested interest. Section 42, on which the appellant relied, ended with the proviso, "subject as aforesaid, licences shall be renewed, and the powers and discretion of justices relative to such renewal shall be exercised, as heretofore." And under the Act of 1882 (45 & 46 Vict. c. 34) the justices had an unqualified discretion to refuse an off-licence for the

sale of beer: *Kay* v. *Justices of Over Darwen* (31 W. R. 273, 10 Q. B. D. 213). The only case which seemed in favour of the appellant was the *Market Bosworth case*; but his lordship thought that case might be treated as merely a decision that the application there in question was for a renewal, and therefore the provisions of the Act relating to renewals ought to have been complied with. He was of opinion that in granting or refusing a renewal licence justices had an absolute discretion.

WILLS, J., in concurring, said the Acts of 1872 and 1874 had only altered the procedure, and did not affect the discretion of the justices. In the *Market Bosworth case*, the court only decided that the application ought to have been treated as an application for a renewal, and therefore the justices ought not to have refused it without adjourning and giving the applicant an opportunity of being heard.—COUNSEL, *Candy, Q.C.*, and *L. Sanderson*; *Addison, Q.C.*, and *Poland*. SOLICITORS, *John Sykes*, for *F. W. Watson*, Kendal; *Nicol, Son, & Jones*, for *John Bolton*, Kendal.

THE LIMMER ASPHALTE PAVING CO. (LIM.) *v.* F——.—Denman, J. (in chambers), 26th April.

R. S. C., 1883, XLV., 1.

An affidavit in support of an application *ex parte* for a garnishee order *nisi* was made by the secretary of the company. The application was refused by the master, on the ground that the affidavit must be made under the rule by the judgment creditor or his solicitor.

On appeal, the affidavit made by the secretary was held sufficient, and an order was made thereon.—SOLICITORS, *Maples, Teesdale, & Co.*

[See —— *Bank (Limited)* v. *E*—— (*ante*, p. 154).]

BANKRUPTCY CASES.

Ex parte OTWAY, *Re* OTWAY—Cave, J., 25th April.

JUDGMENT SUMMONS — ALIMONY — APPLICATION TO COMMIT — RECEIVING ORDER IN LIEU OF COMMITTAL—PAYMENT BY INSTALMENTS—DEBTORS ACT, 1869, s. 5—BANKRUPTCY ACT, 1883, s. 103, SUB-SECTION (5).

This case came before the court in the shape of a judgment summons issued by a wife against her husband for non-payment of alimony. On December 1, 1887, a decree for a judicial separation was made in the Divorce Court, and on January 30, 1888, an alimony *pendente lite* at the rate of 25s. a week from the date of the service of the citation up to the date of the decree was ordered to be paid by the husband. On February 1, 1888, an order for permanent alimony at the rate of £2 2s. a week was made from the date of the final decree. The sum of £130 4s. being due under these orders, a judgment summons was taken out by the wife against her husband, and on March 24, 1888, Cave, J., made a receiving order against the debtor under section 103, sub-section (5), of the Bankruptcy Act, 1883, which provides that "where, under section 5 of the Debtors Act, 1869, application is made by a judgment creditor, to a court having bankruptcy jurisdiction, for the committal of a judgment debtor, the court may, if it thinks fit, decline to commit, and in lieu thereof, with the consent of the judgment creditor and on payment by him of the prescribed fee, make a receiving order against the debtor." An application was subsequently made by the husband, however, that the case might be reheard on the question whether, under the circumstances, a receiving order could be made.

CAVE, J., now rescinded the receiving order previously made by him, and directed the husband to pay the amount due by instalments of £10 a month. His lordship said that the case of *Ex parte Fryer, Re Fryer* (34 W. R. 766, 17 Q. B. D. 718) decided that the court had jurisdiction to make a receiving order, in lieu of a committal, against a judgment debtor under section 103, sub-section (5), of the Bankruptcy Act, 1883, only on the application of a person who was, strictly speaking, a "judgment creditor," and such receiving order could not be made, therefore, on the application of every person who was entitled to apply to the court under section 5 of the Debtors Act, 1869. In *Bailey* v. *Bailey* (32 W. R. 856, 13 Q. B. D. 855) it was held that an order to sign final judgment under ord. 14, r. 1, would not be made where the action was for arrears of alimony *pendente lite* under an order of the Probate and Divorce Division, and the same reasoning applied to permanent alimony. It followed, therefore, that the wife was not a judgment creditor, and could not have a receiving order. But she was entitled to come to the court under section 5 of the Debtors Act, 1869. The receiving order must therefore be reversed, but, instead, an order would be made upon the husband for payment by monthly instalments of £10.—COUNSEL, *Sidney Woolf*. SOLICITORS, *Michael Abrahams & Co.*; *B. Abrahams*.

Ex parte ROONEY, *Re* TALLERMAN—Cave, J., 25th April.

BANKRUPTCY—PROOF—APPLICATION TO EXPUNGE OR REDUCE—APPLICATION BY CREDITOR FOR BENEFIT OF DEBTOR—ABUSE OF PROCESS—BANKRUPTCY ACT, 1883, SCHEDULE II., R. 25.

This was an application made in the name of a creditor in the bankruptcy under rule 25 of Schedule II. to the Bankruptcy Act, 1883, to reduce or expunge the proof of another creditor. It was admitted, however, that the application, although in the name of the creditor, was really made for the benefit of the bankrupt, who could not make it, and a preliminary objection was taken that, under such circumstances, the proceeding was an abuse of the process of the court.

CAVE, J., held that the preliminary objection must prevail. His lordship said that undoubtedly the court would not allow its process to be used to do indirectly that which the process of the court would not allow to be done directly. So long as a creditor was coming forward *bond fide* to challenge the decision of the trustee he might do so, but in a case of this kind, where there was no expectation that the dividend would be increased by excluding the creditor, some other reason must be looked for. Here it was admitted that the object was to benefit the bankrupt by getting the debts reduced in order that he might make a fresh application for his discharge. The bankrupt could not make the application, and the creditor did it for him; but a creditor was not entitled to do so for such a purpose.—COUNSEL, *Miramé*; *F. C. Willis*. SOLICITORS, *W. J. Ball*; *R Furber*.

CASES AFFECTING SOLICITORS.

ELLINGTON *v.* CLARK, BUNNETT, & CO.—C. A. No. 2, 27th April.

APPEAL—EVIDENCE IN COURT BELOW—SHORTHAND NOTES TAKEN BY SOLICITOR'S CLERK—COPY OF JUDGE'S NOTES—R. S. C., 1883, LVIII., 11.

In the course of the hearing of this appeal from a decision of Kay, J., a question arose as to the mode in which the oral evidence taken at the trial was to be brought before the Court of Appeal. Rule 11 of order 58 provides that "when any question of fact is involved in an appeal, the evidence taken in the court below bearing on such question shall, subject to any special order, be brought before the Court of Appeal as follows . . . (*b*) as to any evidence given orally, by the production of a copy of the judge's notes, or such other materials as the court may deem expedient." In the present case no notes of the evidence had been taken by a professional shorthand writer, but shorthand notes had been taken by clerks of the solicitors of the parties, and these notes were referred to on the hearing of the appeal. No application had been made for a copy of the judge's notes of the evidence, but the original notes were sent to the Lords Justices, and were before them on the hearing of the appeal.

COTTON, L.J., said that it must be understood that, in future, the court would not allow shorthand notes of evidence taken by a clerk to the solicitor of one of the parties to be made use of. The accuracy of such notes could not be relied on. His lordship did not suggest that such a clerk would be guilty of intentional dishonesty, but he could not help being unconsciously biassed by his wish that the evidence should turn out favourably for the party for whom he was acting. A professional shorthand writer stood in an independent position. It was the duty of the appellant to request the clerk of one of the judges of the Court of Appeal to ask the clerk of the judge of the court below to supply a copy of the judge's notes of the evidence for the use of the Court of Appeal. It was often difficult for anyone but the judge himself to read the original notes. In future, in any case in which a copy of the judge's notes was not supplied for the use of the Court of Appeal, the appeal would be ordered to stand over until a copy was furnished, and the appellant would have to pay the costs of the standing over. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Rigby*, Q.C., and *T. Terrell*; *Sir R. E. Webster*, A.G., *Moulton*, Q.C., and *Micklem*. SOLICITORS, *Leonard & Leonard*; *Wetherfield, Son, & Baines*.

Ex parte HARRIS, *Re* GALLARD—Q. B. D. (Bankruptcy), 26th April.

COSTS—TAXATION—BANKRUPTCY—SALE OF MORTGAGED PROPERTY—PERCENTAGE OF VENDOR'S SOLICITORS—SOLICITORS' REMUNERATION ACT 1881—BANKRUPTCY RULES, 1886, APPENDIX, PART 2, s. 7.

This case raised the question whether, upon the sale of the property o a bankrupt subject to a mortgage, by a trustee in bankruptcy, the solicito of the trustee is entitled to be paid commission under the Solicitors Remuneration Act upon the whole amount received or only upon the value of the equity. In the present case the official receiver, as trustee in the bankruptcy, sold certain property of the bankrupt for the sum of £4,750. This property was subject to a mortgage for £3,000, and the mortgagee executed a reconveyance, the £3,000 being paid to him by the trustee out of the purchase-money. On taxation a percentage on the whole sum of £4,750 was allowed to the trustee's solicitors by the county court registrar. Objection was taken, however, that such percentage ought only to have been allowed on the £1,750, being the amount the estate really received. Part 2 of the appendix to the Bankruptcy Rules, 1886, provides by section 7—General Regulations—"(2) In respect of business connected with sales, purchases, leases, mortgages, and other matters of conveyancing, and in respect of other business not being business transacted in court or in chambers, and not being otherwise contentious business, the solicitor's remuneration shall (in the absence of any agreement to the contrary) be regulated by the General Order under the Solicitors' Remuneration Act, 1881, for the time being in force, provided that, in cases of sales of mortgaged properties, the trustee's solicitor, if his remuneration shall be under Schedule I. of the existing order, shall only be entitled to percentage upon so much of the proceeds of sale as shall not be chargeable by the mortgagee's solicitor with the percentage, and such percentage shall be payable only out of the proceeds of sale." And by rule 2 of the General Order made in pursuance of the Solicitors' Remuneration Act, 1881, it is provided that ". . . the remuneration of a solicitor in respect of business connected with sales, purchases, leases, mortgages, settlements, and other matters of conveyancing, and in respect of other business not being business in any action, or transacted in any court or in the chambers of any judge or master, is to be regulated as follows:—namely, (*a*) In respect of sales, purchases, and mortgages completed, the remuneration of the solicitor having the conduct of the business, whether for the vendor, purchaser, mortgagor, or mortgagee, is to be that prescribed in part 1 of Schedule I. to this order, and to be subject to the regulations therein contained."

CAVE, J., held that the taxing master was right in allowing the per-

centage upon the whole amount. His lordship said that the provisions in the Solicitors' Remuneration Act were tolerably clear. Whether the solicitor sold subject to or free from incumbrance, his percentage was reckoned on the total value of the estate. Some difficulty did appear to arise however in respect of the provision in the Bankruptcy Rules, 1886. If that rule had stopped at the words immediately preceding the proviso, it was clear that the solicitor would be entitled to percentage on the gross value of the property. But the rule went on "provided that, in cases of sales of mortgaged properties, the trustee's solicitor, if his remuneration shall be under Schedule I. of the existing order, shall only be entitled to percentage upon so much of the proceeds of sale as shall not be chargeable by the mortgagee's solicitor with the percentage, and such percentage shall be payable only out of the proceeds of sale." It seemed very doubtful whether there was or was not any state of affairs to which that could be applicable, but without further considering that question, it was clear that the meaning of the provision was, that the percentage was not to be paid twice over as to any part of the purchase-money, once to the mortgagee's solicitor and once to the trustee's solicitor, so that the estate might not be charged with a double percentage. Here the mortgagee's solicitor was not entitled to any part of the percentage.—Counsel, *Sidney Woolf; Muir Mackenzie.* Solicitors, *Ashurst, Morris, & Crisp; Griffiths & Eggar.*

Re PARKER—C. A. No. 2, 2nd May.

Solicitor—Costs—Taxation — Scale Fee for "Conducting Sale by Auction"—Auctioneer paid by Client — Solicitors' Remuneration Order, August, 1882, r. 4—Schedule I., Part I., rule 11.

This was an appeal from a decision of Chitty, J. (*ante*, p. 385), upon a summons by solicitors to review a taxation of costs. The solicitors had been employed in relation to a sale of mortgaged property by auction, and an auctioneer had been employed to conduct the sale, and had been paid a lump sum by the client; and the question was whether the solicitors were entitled to any remuneration for work done by them in relation to the sale (not included in that for which the auctioneer was paid), though they could not claim the scale fee for "conducting" the sale. Rule 4 in the Remuneration Order provides that "the remuneration prescribed by Schedule I. to this order is not to include (*inter alia*) auctioneer's charges." Rule 11 in Part I. of Schedule I. provides that "the scale for conducting a sale by auction shall apply only in cases where no commission is paid by the client to an auctioneer." In *Re Newbould* (36 W. R. 161, 20 Q. B. D. 204, *ante*, p. 92), the Court of Appeal (No. 1), overruling the decision of North, J., in *Re Faulkner* (36 W. R. 59, 36 Ch. D. 569, 31 Solicitors' Journal, 661), held that, when commission was paid by the client to the auctioneer, the solicitor was not entitled to any remuneration at all for work done by him in relation to the sale which was not covered by the commission paid to the auctioneer. It was attempted to distinguish the present case on the ground that the lump sum paid by the client to the auctioneer was not "commission" within the meaning of rule 11, and that that rule did not apply. Chitty, J., held that the principle of *Re Newbould* applied, and he dismissed the summons. The appeal was brought at the instance of the Incorporated Law Society, with the view of ultimately carrying the case to the House of Lords, in order that *Re Newbould* may be reviewed. The Court of Appeal was invited by the appellants' counsel to reconsider *Re Newbould*, on the ground that the effect of the words we have above quoted from rule 4 had not been sufficiently considered in that case, and the distinction arising out of the payment of a lump sum to the auctioneer was also insisted on.

The Court (Cotton, Fry, and Lopes, L JJ.) held that they were bound by *Re Newbould*, and that the principle of it governed the present case, and, without expressing any opinion of their own, they dismissed the appeal. It was stated that it is intended at once to present an appeal to the House of Lords, and the respondents' solicitor gave an undertaking to refund the costs of the appeal in the event of the House of Lords reversing the decision, the appellants undertaking to present their petition of appeal within a week after the drawing up of the order of the Court of Appeal.—Counsel, *Sir H. Davey*, Q.C., *Romer*, Q.C., *Dauney*, and *R. S. Wright; Oswald.* Solicitors, *Parker, Garrett, & Parker; A. M. Bradley.*

Re BLUNDELL, BLUNDELL *v.* BLUNDELL—Stirling, J., 2nd May.

Solicitor—Costs—Trustee—Breach of Trust—Solicitor for Defaulting Trustee—Constructive Trustee.

In this case the question arose whether a solicitor who has been employed by an executor and trustee, and has received payment of his costs out of the trust estate, can be held liable to repay to the trust estate the money so received by him, it afterwards appearing that the trustee had been guilty of a breach of trust. The facts were shortly as follows:—Under the will of the testator, who died in 1882, three persons were appointed executors and trustees, the terms of the will being to sell the whole of the testator's estate, and, after payment of legacies, to divide the residue equally between his son George Blundell (one of the executors) and the children of his son James. But George Blundell had liberty to take over the testator's business at a valuation; and, failing his exercise of this option, the business was to be sold, and there was no power to carry it on. G. Blundell alone proved the will, and employed a firm of solicitors to act for him in the execution of the trust. He did not exercise the option given to him by the will; but, by the device of a sale by auction of the business to a nominee of his own, from whom he took it over, succeeded in getting it into his own hands. The solicitors had advised Blundell that he could not purchase without the leave of the court, and he acted contrary to their advice in attempting to do so. They transacted a considerable amount of business in connection with the estate, which was a large one, and received large sums of money from the executors on account of their costs. This was an application by creditors, who had the conduct of the action, asking that the solicitors might be ordered to pay into court the moneys so received by them.

Stirling, J., said that the case involved a question of great importance, not only to solicitors and trustees, but to all persons who were employed by trustees to discharge duties which the trustees themselves could not properly perform. The case which was put was this. An executor and trustee employed a solicitor to assist him in winding up his testator's estate. His lordship would assume that the employment of the solicitor was proper. In the course of his employment the solicitor required to be paid certain costs, which the trustee accordingly paid him. It was said that the solicitor could not retain such payment, except upon the terms that if the trustee should turn out to be a defaulter an order might be made against him (the solicitor) to refund the sum paid to him. That was a very serious proposition, and could not be confined to the case of a solicitor, but must be extended to the case of auctioneers or stockbrokers, who were accustomed to deduct their charges for business done by them by way of commission. What was the position of an executor who was obliged to employ a solicitor or other to help him in the execution of his trust? He was personally liable to the agent whom he so employed, but he was entitled to be indemnified out of the trust estate. That was not merely a right to be indemnified in respect of payments actually made, but a right to be indemnified against any liability in respect of such payments. It had been repeatedly held by courts of equity that a trustee in whose name shares were standing was entitled to be indemnified against calls upon such shares. That being the right of a trustee, he had the right of resorting to the trust estate in order to pay any person properly employed by him. That was in accordance with *Barnes* v. *Addy* (22 W. R. 505, L. R. 9 Ch. 244). That case was an authority that trustees, who had properly incurred expenses, were entitled to sell part of the trust property to pay such costs; and if that were so, how could it be improper for the solicitor to receive them? Neither could it be said that the right of the solicitor to receive his costs could be affected by the subsequent conduct of the trustee. The authority which had been relied upon in support of that proposition was that of *Staniar* v. *Evans* (35 W. R. 286, 34 Ch. D. 470); but, in his lordship's view, that case was quite different, and the ground upon which it was decided was undeniable. It was not, however, a decision that in every case in which a solicitor to a trustee received payment out of the trust estate he could stand in no better position than the trustee himself. Having come to the conclusion that a trustee was entitled to pay costs to his solicitor out of the estate, it was necessary next to consider whether there were circumstances under which a solicitor could be held liable as a constructive trustee. His lordship again referred to *Barnes* v. *Addy*, and to *In re Spencer, Spencer* v. *Hart* (30 W. R. 296), and said that the latter case was a direct authority that a solicitor could not be made liable as a constructive trustee, unless he could be brought within the doctrine of the court with reference to strangers who were not themselves trustees but were liable to account. What was the general doctrine as to that? A stranger to the trust receiving money from a trustee, which he knew to be part of the trust estate, was not liable as a constructive trustee, unless facts were brought to his knowledge showing that the money was being applied in a manner inconsistent with the trust. That was further supported by the case of *Harries* v. *Rees* (16 W. R. 91). The real question was, What was sufficient to fix the solicitor with liability as a constructive trustee? A trustee and executor was entitled, in the first instance, to resort to the trust funds for the purpose of paying costs incurred in the execution of the trusts. Doubtless he might so act as to preclude his right to resort to the trust estate. But this was to be borne in mind—that it was for the benefit of the *cestuis que trust* themselves that the power of trustees to employ agents should not be too narrowly limited. The mere suspicion that something was wrong was not sufficient to deprive a solicitor of his right to accept payment out of the trust estate. His lordship then referred to *Keene* v. *Robarts* (4 Madd. 332) and *Gray* v. *Johnston* (16 W. R. 842, L. R. 3 H. L. 1). Therefore, a solicitor dealing with a trustee, and having no notice of any breach of trust on his part, was clearly entitled to deal with him and to accept payment from him. He was not entitled to call upon the trustee to produce his accounts before accepting payment. But supposing he did know of a breach of trust, was he thereby precluded from accepting payment? That would be a formidable doctrine, not only in regard to solicitors, but to auctioneers and stockbrokers, who would be precluded from deducting their commission on business done for trustees. It was difficult to come to such a conclusion; and to his lordship's mind, in order to prevent a solicitor from accepting payment out of the trust estate, you must bring home to him knowledge that at the time of such payment the trustee had been guilty of such a breach of trust as to preclude him from resorting to the trust estate for the payment of costs. Here the executor improperly attempted to acquire a part of the trust estate for his own use and benefit, and no case was made out against the solicitors. Down to the time of the sale by auction, at which the trustee and executor through an agent attempted to acquire the property for his own use, they seemed to have advised him quite properly. If he desired to do so he should have applied to the court, and the fact that, contrary to their advice, he so acted seemed to have come upon them by surprise. On the facts of the case his lordship could not come to the conclusion that the solicitors were parties to any fraud or breach of trust whatever. No doubt they had notice that the trustee had committed a breach of trust, but they had not had notice that he was guilty of such a breach of trust as would preclude him altogether from having recourse to the trust estate. There was not

sufficient to render the solicitors liable as constructive trustees, and to fix them with liability to repay what they had received. The application, therefore, failed, and must be dismissed with costs.—COUNSEL, *W. F. Robinson, Q.C.*, and *E. Ford*; *H. B. Buckley, Q.C.*, and *Levett*. SOLICITORS, *W. Foster*; *Bower, Cotton, & Bower*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

A special general meeting of the Incorporated Law Society was held on Friday, the 27th ult., at the Society's Hall, Chancery-lane, the PRESIDENT (Mr. H. Markby) taking the chair.

CRIMINAL EVIDENCE BILL.

In pursuance of notice, Mr. E. KIMBER (London) asked as follows:—"What steps the council have taken (if any) in support of Lord Bramwell's Bill, enabling all accused persons to give evidence?"

The PRESIDENT: In the previous session we presented a petition. We have not presented a petition in the present session, nor do the council think it necessary to do so.

At a subsequent period of the meeting

Mr. KIMBER moved the following resolution, of which he had given notice:—"That as the Bill to enable all accused persons to give evidence has been brought into the House of Commons by the Attorney-General, this society do place in the hands of the Attorney-General a petition in support thereof, but praying at the same time for the re-introduction of the measure facilitating appeals in criminal cases." He said that at the provincial meeting of the society at Bath a resolution was unanimously adopted in favour of the proposition to allow accused persons to give evidence. He thought it would be useful if the society would present a short petition. Really there ought to be a court of appeal. Now that the question was before the House, he did not see why some clauses should not be introduced, or a short Bill providing for an appeal in criminal cases. He was certain of the advantage it would be to accused persons. There was a power of appeal in civil cases; why should there not be a similar power in criminal cases?

The resolution was not seconded.

CRIMINAL APPEAL BILL.

Mr. KIMBER asked the following question, of which he had given notice:—"What steps the council have taken (if any) towards the establishment of a court of criminal appeal, Bills for which have been introduced heretofore by responsible Governments of both political parties?"

The PRESIDENT: The council have taken no steps with regard to that. They do not consider it a matter in which they should interfere.

JUDICIAL CENSURE ON SOLICITORS.

Mr. KIMBER, in accordance with notice, asked: "What checks the council suggest upon unwarrantable aspersions cast by the bench upon solicitors who have no right of audience?"

The PRESIDENT: We have no suggestion to make upon that point. We have not received from any persons aspersed any information upon the point, or any complaint with regard to the statements made in court.

MR. WM. TURNER.

Mr. KIMBER further asked: "What the council have done towards the protection and assistance of Mr. Wm. Turner, of Newcastle-under-Lyne, in his contest with Mr. Jordan, the county court judge?"

Mr. J. ANDERSON ROSE asked whether that case was not *sub judice*, and whether they had any right to discuss as a court of appeal the decision of the judges. He thought this was the most libellous statement he had ever seen with regard to a case that was *sub judice*, and he did not think the meeting ought to go into it at all.

The PRESIDENT: There is nothing for discussion. It is simply a question asked, which I think I can answer. My answer will not refer in any way to what has passed in court. I have simply to say that we had certain memoranda and papers forwarded to us, with a request that we should forward them to the Lord Chancellor, and that we have done.

At a subsequent period of the meeting

Mr. KIMBER moved: "That Mr. Wm. Turner, of Newcastle-under-Lyne, a member of this society, be indemnified out of the funds of the society for any costs, charges, and expenses he may incur in his contest with Mr. Jordan, the county court judge." He said, in reply to Mr. Anderson Rose, that the case was not *sub judice*. But even if it were, he should contend that, as members of the society on behalf of another member, they had a perfect right to discuss the question. This was a matter affecting them all, and it very seriously affected the administration of justice on behalf of the public. The case was decided by the Divisional Court on the previous Monday; but, with all deference to their opinion, and the decision of another court, it was to the public interest that the decisions of the courts should be openly and publicly discussed, and he thought they were perfectly right in discussing, first of all, the decision of the county court judge, and, secondly, the decision of the Divisional Court. To say the least, it was a very hard thing for Mr. Turner to be so summarily committed for contempt of court. But, curiously enough, the case against him, as presented to the Divisional Court, had not been wholly and completely presented, and that through no fault of Mr. Turner. It appeared that when it came on in the Divisional Court he was met by two affidavits which were allowed to be read against him without his being supplied with a copy and having an opportunity of answering them. Mr. Turner alleged that if he had had time to answer these affidavits he could have done so most completely. But he (Mr. Kimber) did not think they depended upon the affidavits for or against Mr. Turner. They could depend upon the legal journals of the time, and there was a report in the SOLICITORS' JOURNAL of January 21. In the case Mr. Turner had said that it affected his personal reputation, and was therefore most important. It was an application for a new trial. It appeared that a verdict had been given against Mr. Turner for £10, which his client, Mrs. Madders, alleged he had obtained for the purpose of taking the opinion of counsel. It was tried before a jury in the county court. Previously to this he (Mr. Kimber) had known nothing of Mr. Turner, but he knew something about the case of Mrs. Madders, and from his own knowledge of its voluminous character he could say that £10 would be a very small fee indeed for even the perusal of the whole of the papers. What he (Mr. Kimber) had to complain of was that before Mr. Turner was committed, and while he was making the application for a new trial, the county court judge said, to quote from the report in the SOLICITORS' JOURNAL, "that it would be a positive injustice to grant a new trial after the finding of the jury upon a very serious issue of fact. Mr. Turner was one of those persons who thought no action should be decided against him." That was inviting Mr. Turner's answer. That was a general allegation against the character of a practising solicitor. The judge must have known him well, as he was a local solicitor and well known in the locality. But that was not all. Mr. Turner, on that remark being made, protested, and said "that at the present time he had issued a summons against Mrs. Madders for perjury." "His honour said he might now say that if the matter had been left to him he should have found the same judgment as the jury did." If the judge had stopped there there would not have been much to complain of beyond his previous mistake. But he continued:—"He held that the defendant got the £10 on the pretence of obtaining the opinion of Queen's Counsel, which he did not get. Mr. Turner: I say that is a most unjust remark."

Mr. FINCH (London) rose to order. This appeared to be a discussion in which they were really sitting in judgment upon one of the superior courts of the realm who had heard the case fully argued and had come to a decision with which it could not be in the power of the society to interfere. How could they be asked to pay the expenses of a gentleman who one of the superior courts of appeal had said was entirely wrong in insulting one of the tribunals of the realm? He would move that Mr. Kimber be no further heard.

Mr. ROSE said the society was made a court of appeal against the decision of the judge. What right had they to sit in appeal, and what right had Mr. Kimber to bring it before them? He would second the motion that Mr. Kimber be no further heard, because he considered he was doing the profession an enormous amount of mischief.

Mr. KIMBER asserted that he was conferring on the profession a great advantage

Mr. H. E. DITTON (London) said Mr. Kimber was perfectly in order. He believed the law had been laid down as it would not have been in the case of any other man, and that proposition he was prepared to maintain. He had read the judgment of Mr. Justice Cave——

The PRESIDENT: I do not think you must make any observations upon the judgment of Mr. Justice Cave. I do not understand Mr. Kimber to have done that; he seems to have avoided that as much as possible. You must take my ruling. I do not think I can allow any observations on the judgment of Mr. Justice Cave.

Mr. ROSE objected to the matter being proceeded with further.

The PRESIDENT: Upon that point you must take my ruling. An injustice done to a solicitor is surely a proper subject to bring before the society.

Mr. BLUNT (London) pointed out that if the resolution were carried it would amount to a vote of censure on the council because the council had not taken steps in the matter, and of course it must be assumed that they had had the matter before them. On the other hand, if the vote went against the resolution they would be condemning the solicitor and doing the very thing Mr. Kimber would avoid—upholding the fairness of the decision. Apart from that, it was extremely unbecoming for the general body of solicitors to argue whether a judgment of the superior court was unjust.

Mr. BARTLETT, (London) said that no one had a right to move that a speaker be not heard whilst he was speaking.

The PRESIDENT, however, allowed the motion to be put, when 24 voted for it and 39 against. It was therefore negatived.

Mr. KIMBER then referred to the case of Mr. Stuckey, of Brighton. Mr. Stuckey had moved for a receiver in a case of foreclosure in which he was plaintiff, and Mr. Justice Kay had remarked, "I am ashamed that any professional man should have made the motion." Thereupon Mr. Stuckey had immediately got up and said, "I think you have been treating me with great injustice." But did they suppose that Mr. Justice Kay had committed Mr. Stuckey for contempt? At the hearing of the case, which was tried before another judge, Mr. Stuckey had fully re-established his position, and his conduct had been amply vindicated. But the result had been that the defendant in the case had placarded the whole of Brighton, and gave away bills with paragraphs culled from the London papers headed "Extraordinary and disgraceful conduct of a Brighton solicitor." That showed how fearfully these observations of the judges might be used against solicitors. It would be an exceedingly unfortunate and unjust thing to Mr. Turner and in the interests of justice and the Divisional Court and the county court judge, that a statement should go forth to the public of an *ex parte* character. He believed that every solicitor

Mr. FRERE: Yes; but my remark was general.

wished the case to be properly heard. But how could it be when the affidavits were sprung upon him as had been stated? It was hard for Mr. Turner, that he should not only have judgment given against him with costs, but that the judgment of the Divisional Court should have been founded on evidence which could have been easily answered. He quite agreed that Mr. Turner committed a contempt of court, but the contempt depended upon the amount of provocation received. Were they to allow it to go forth to the world that it was a just thing for a judge on the bench to accuse a solicitor, first of all of being a person who quarrelled with every verdict against him, and then as a person who had obtained money by false pretences. He was afraid that if they did not make some protest they would have it said that they were afraid to stand up for their rights, and, whatever the judges or other persons chose to say, they were obliged to lie down and submit to be kicked. The time had come for making a formal respectful protest against this sort of thing, and he believed they would be backed up by public opinion.

Mr. DITTON seconded the motion, observing that Mr. Turner had said of the judge's words, "That is a most unjust remark," and it was an unjust remark. It was the bounden duty of the society to stand by Mr. Turner.

Mr. E. HARDY TOPHAM (Brighton) asserted that Mr. Turner had disproved the accusation of the county court judge, and was the society to sit still and bear such an accusation in silence? Why did the judge release Mr. Turner when two days of his sentence had expired?

Mr. ROSE said that Mr. Turner paid the fine.

Mr. TURNER: I am Mr. Turner, and I say I did not pay the fine. If I had been committed for six months I would not have paid the fine.

Mr. TOPHAM said that if the solicitor was falsely accused, why should not the judge apologize on its being proved? He felt that the country solicitors had to look to the society for protection.

Mr. J. WALTER (London) thought there was a very great principle involved in the matter. Solicitors were too much in the habit of submitting quietly to be handicapped. It was a new step in the direction of crushing them and keeping them in subjection if the judges were to be permitted to make these remarks unchallenged and members of the society were to be found to defend them.

Mr. SPENCER WHITEHEAD (London) thought that Mr. Turner had been treated very hardly. At the same time, that was not a question for a general meeting unless and until the case had been laid before the council and they had been requested to consider it, and their decision had been made known. If the council had been asked and had refused to do so, then it would rightly come before the meeting; but until that had been done it should not be brought before them. He would move as an amendment "That, if any application be received by the council from Mr. Turner with regard to the matter referred to in the motion, they be requested to consider it and report thereon to the society in general meeting, and that the council be empowered in the meanwhile to take such action as may appear to be open to them."

Mr. B. J. L. FRERE (London) seconded the amendment. He said there could not be the least doubt of the importance of the case, and if it could be brought forward in a tangible shape, so that they could act, there could not be the least hesitation on the part of the council or of the society to do their very best in regard to it. The motion was to the effect that Mr. Turner should be indemnified, and it did not seem exactly to meet the requirements of the case. The decision had been made, and it would be difficult to deal with it in this way, but if Mr. Turner would send his papers in to the council, the case would receive consideration.

Mr. KIMBER accepted the amendment.

Mr. W. MELMOTH WALTERS (London) doubted whether any appeal would lie from Mr. Justice Cave's decision. It appeared to him that the council could not do anything further.

Mr. FRERE said that when the council had the papers they would readily see if anything could be done either by appeal or remonstrance. In any event, they ought not to sit down quietly under it.

Mr. WALTERS observed that Mr. Turner was apparently defending in person; therefore he (Mr. Walters) did not know that they were quite justified in taking the remarks made to him as levelled against the whole of the profession. They were rather made in his position as defendant. However, he (Mr. Walters) had not gone into the case, and should be glad to do so.

Mr. MACHEN (London) said the subject affected every member of the profession. It ought not to depend upon Mr. Turner's question of will whether the council should take the matter up.

Mr. DEBENHAM (London) said he had more than once heard barristers insult the judges decidedly and unequivocally and no comment had been made. But because a solicitor stood up when he was insulted, a heavy penalty was inflicted upon him.

Mr. ROSE said they were trying the case over again. Was the judge's remark unjust or not? It was brought before the judges of the Divisional Court, and Mr. Justice Cave had said it would be impossible for justice to be administered with decorum if any disappointed suitor could say what he liked, and that Mr. Turner had insisted in holding to the words and had refused to apologize. Mr. Justice Cave and Mr. Justice Smith had found that the motion for the *certiorari* should not issue, that the county court judge and the jury were right, and that there was no ground for moving for that writ. What was the society going to do? Were they going to sit in appeal on the Divisional Court? Solicitors must be amenable to the tribunals as well as other persons. He held that the society had no right to go into the particulars, and that the council would be badly advised if they entertained the proposition when it was submitted to them.

Mr. TURNER (Newcastle-under-Lyne) said he had practised as a solicitor for sixteen or seventeen years, and had never had a scene in court before. He was sued for £10. The cause of action was for £10 received on a certain day—nothing else was in the claim. The woman came on the hearing and said that he had received the amount for the purpose of obtaining Queen's Counsel's opinion. He was taken by surprise at this, and was not prepared to rebut any such statement, and although he had the papers there, and defended himself as well as possible, stating that he had a bill of costs of £18 or £20 against her, and suggesting that the bill should be gone through, and if it was ascertained that any money was due from him in any form it should be paid over, the judge refused. He would not listen to him or look at the bill of costs, and said the question was aye or no whether he (Mr. Turner) received this £10 for the purpose of obtaining Queen's Counsel's opinion. Upon that the jury had found a verdict. Feeling that the plaintiff had told an untruth, he took out a summons against her for perjury. The day of hearing came on, and it occurred to him that in an important matter like this, which had appeared in the papers, he was justified in applying for a new trial on some further evidence, and he accordingly did so. He had been about ten minutes opening the case when the judge told him he had been half-an-hour and said, "How long are you going to be?" He (Mr. Turner) had replied, "It is a matter which affects my personal honour, and I must ask your honour to hear it patiently through." He said, "Well, you can have all day." He (Mr. Turner) proceeded, and the judge then delivered his judgment. He (Mr. Turner) got up simply for the purpose of telling him that which he had forgotten before, that he had thought fit to take out a summons for perjury against Mrs. Madders, as it was a most serious matter affecting him. Upon that the judge had charged him with obtaining this money, practically, under false pretences, and said, "And I venture to say that you did obtain this £10 from this woman under the pretence that you had to get Queen's Counsel's opinion, and did not get it." He said it loudly in a full court, barristers and solicitors being present. He (Mr. Turner) then said in the heat of the moment, "That is a most unjust remark." That was the only remark he made, and the judge said, "I fine you £5, or six days. It is a gross contempt of court." Then he said, "This fine must be inflicted. No man has any right to tell me that. Officer, he must not leave the court without paying. A warrant must be made out for committing him to Stafford if it is not paid." That was said in loud and emphatic language. The judge said subsequently, "Now, sir, you insulted me publicly in this court, and if you apologize publicly I will not issue the warrant to send you to Stafford." Then he (Mr. Turner) said: "I am very much obliged," and proceeded to point out that the remark was made in great haste, in consequence of something he had said. Before he had finished his sentence, and he had intended to go as far as he could in apologizing, the judge said nothing could justify a solicitor in publicly insulting a judge on the bench. He (Mr. Turner) said: "You forced me to say it." "I force you, sir?" "In my opinion, you did," and he (Mr. Turner) said he could not, after that, apologize. The judge said: "Well, either apologize, or don't. I don't care which." He (Mr. Turner) asked the meeting whether that was the way in which a solicitor of the High Court should be treated—whether he should be humiliated and disparaged in that manner, and then be allowed to say nothing—to be fined £5, and then committed to Stafford Gaol. He would rather go there for six months than endure such an insult to his profession and himself. He had taken out a summons for perjury, and had before him what Mrs Madder's counsel had said. He had said that no one could come to any other conclusion than that his (Mr. Turner's) denial was perfectly right, and that defendant was wrong when she said the money had been paid for the express purpose of feeing counsel. The receipt distinctly stated that it was paid on account of costs, and there had been nothing improper on his (Mr. Turner's) part. The report of the perjury summons, as it appeared in the newspapers, had completely exculpated him from the charge of false pretence. But the fact remained that he had been compelled to pay £10 in costs. He was in Stafford Gaol from Thursday night to Saturday morning. During the time he was there a *habeas corpus* was applied for, but on the day he came out the judge sent a discharge, so that the proceeding was done with. He (Mr. Turner) had thought it necessary that the *certiorari* should be applied for, and it had come on for hearing as they had heard. He had the shorthand notes of the case, and the charge that Mr. Justice Cave had made was that he had committed a most flagrant, deliberate, and wilful insult. It appeared to him (Mr. Turner) that he had suffered a very great wrong, and he came to the society and asked them to clear him as far as possible from the consequences of the fearful charge which had been made against him, and the wrong which had been done.

Mr. STUCKEY (Brighton) took exception to Mr. Rose's position. Solicitors had to live by their reputation. He (Mr. Stuckey) had suffered in a somewhat similar way, and he could tell them that the suffering a solicitor went through when he felt he could not bring his conduct before the whole of the public after it had been sounded throughout the length and breadth of the land was indescribable.

The amendment was then put as a substantive motion and unanimously adopted.

Mr. FRERE suggested that if, when a member was attacked in this way he would report it to the council and put them in action, it would be extremely useful. In this case the matter had been allowed to stand over until it became stale, and it was often impossible, after the lapse of a considerable time, to do anything. There were several cases in which, if they had been brought to the notice of the council at the time, he had no doubt something could have been done.

Mr. TURNER said he called upon the secretary and laid the case before him and gave him a report. He (Mr. Turner) believed that several memorials had gone to the council stating the full facts.

AUDIENCE OF SOLICITORS IN CRIMINAL CASES AND COUNTY COURT APPEALS.

The following notice stood on the paper of business:—

Mr. KIMBER will move "That a petition be presented to Parliament by this society in favour of allowing solicitors to act as advocates in all criminal cases, and in favour of the insertion of clauses in the County Court Consolidation Bill providing for solicitors being heard as advocates in the High Court in appeals from county courts, and also providing for other improvements proposed by this society's County Court Committee, and by the Council."

Mr. KIMBER: I think you have already answered that.

The PRESIDENT: Yes; but do not be under a wrong impression. There was no suggestion as to the right of audience in appeals in county court cases, because the committee did not approve of providing for solicitors being heard as advocates in the High Court on appeal.

Mr. KIMBER: Then I will move the resolution.

Mr. SAUNDERS (Birmingham) said it was, perhaps, right Mr. Kimber should know that there were two clauses in the committee's report of importance to the profession. One had for its object to get rid of that very absurd restriction under which solicitors were placed, that of being unable to act as advocates of other solicitors unless they descended to a very mean subterfuge. The other was the right of a solicitor to appeal in his own county court cases just as was the practice in bankruptcy. Originally the committee were entirely in favour of these clauses, but at the last meeting the majority were of opinion that these two clauses should be eliminated from the recommendations. The report came before the Council and he had moved the restoration of both these clauses. The first had been agreed to almost unanimously. The result had been that the Grand Committee on Law, at their meeting yesterday, had decided to insert that alteration in the County Court Consolidation Act. So that for the future the profession was liberated from the disagreeable necessity of handing over their clients to the county court advocate or descending to the mean subterfuge of his appearing to represent the client which he really did not do. It was a subject of regret to him that the other alteration was not also adopted, but it was part of a much larger question. He thought Mr. Kimber acted with very considerable wisdom in refraining from putting that forward as an independent motion now.

The motion was withdrawn.

COUNTY COURTS.

Mr. KIMBER asked pursuant to notice: "What do the council propose on the subject of county court reform?"

The PRESIDENT: The report containing the suggestions of a committee of the society has been forwarded to the Lord Chancellor, and we have received from his lordship an answer acknowledging its receipt. I think he declines to introduce any clauses into his Bill—the Consolidation Bill now before Parliament—but we hope he will be prepared at an early day to put forward a Bill embracing some at all events of these suggestions.

Mr. F. K. MUNTON had given notice to ask: "Whether the recommendations of the County Court Committee have been favourably received by the Lord Chancellor, and what steps the council are taking in reference thereto?" but as the president had already answered the question he withdrew it.

FUSION OF THE PROFESSION.

Mr. KIMBER in accordance with notice asked: "What steps the council have taken (if any) in support of a measure for the fusion of both branches of the legal profession?"

The PRESIDENT: They have taken none whatever. The matter has not been sufficiently considered to render it right that they should do so.

At a subsequent period of the meeting

Mr. JAMES WALTER (London) moved a resolution of which he had given notice as follows: "That in the interest of the public the time has arrived when the proposition of fusion of the two branches of the profession of the law, as shadowed forth by the Solicitor-General in his recent speech at Birmingham, should be adopted." He spoke at great length as to the desirability of fusion, referring to the discussion which had already taken place with reference to the case of Mr. W. Turner as a proof that solicitors were placed in a different position from barristers, and said that they must emancipate themselves if they wished to take their proper place, and he could not see that the solicitor should be content with anything short of the freedom which was possessed by the barrister. There appeared to be a disposition to cede to them some measure of that freedom, and the necessities of the case would force it forward. They must move with the times, and he could not understand on what principle a solicitor was heard in the police courts whilst at quarter sessions he was ignored. He based his plea for a change, not exclusively on the interests of the profession, but those of the public, for it was most absurd, from their point of view, that in every case, great or small, they should have to pay two people to do the work of one. In many cases commercial men were led to say that it was better to submit to certain loss than to subject themselves to litigation with a certain expense, whether they gained their cause or lost it. He believed the profession were all losers by it, and that the amount of litigation was reduced to a minimum because they had not the courage to speak out for their rights, and to emancipate themselves by a little public spirit. The Solicitor-General, in his speech at Birmingham, had said that, in his opinion, the fusion of the two branches of the profession would be for the benefit of all—the public as well. The sub-division of the labour of litigation was essential, but it was curious that the Legislature should enact qualifications for the complete practice of the law, and should gag the persons so qualified and not allow them to practise the whole of their profession. The public were the losers thereby, and to have the rule enforced that a barrister should not see a client was a loss to the public at large. There was no statute to prevent a solicitor opening his mouth in court. It was simply a regulation of the benchers, a mere body of private individuals, and it was time the solicitors had the freedom to do so. Then there would be an immense advantage to the client if his story could be taken down from his own lips by the man who had to address the court, instead of having to be supplied to him in writing.

Mr. KIMBER seconded the resolution, referring to the opening words of the Solicitor-General's speech, when he stated that the Government were about to introduce a Bill to facilitate the transfer of land, and he thought, as it was likely to interfere with the interests of the solicitor branch of the profession, some compensation ought to be offered them. It was imagined that solicitors dipped their hands too deeply into the pockets of the public, and that their services were too well paid. They ought to be on the alert against this, and unless they took pains to undeceive the public they would be injuriously affected. They ought to ask for fusion, so that they might have the advantage of getting some of the profits which the other branch of the profession had. It had been said it would give them an opportunity of obtaining a multiplication of business; but they ought to be very cautious as to the way in which they said that, and they ought to shew the public that it did not mean lengthened bills of costs, but that it meant a greater and purer administration of justice. He asserted the necessity of urging the consideration of the solicitors appearing on appeals in bankruptcy cases upon the Government, and expressed himself gratified that the measure was likely to be re-introduced this session.

Mr. BARTLETT (London) hoped the resolution would be negatived by a large majority. He was one of the many who regretted that very ill-advised speech of the Solicitor-General. Speaking on the contention that the work of the two branches could be divided between two partners, each taking one branch, he urged that it was quite unworkable in view of the ordinary business the solicitor had to transact; not only would the solicitors suffer under several disadvantages, but the public would suffer terribly. Judges would always give much greater attention to the barrister than to the solicitor.

Mr. MUNTON said that in a thin meeting like the present the question could not be properly debated. There were not ten per cent. of the London members present, to say nothing of the country members, and it ought to be brought forward at a provincial meeting, where they were sure of a large audience. He then moved the following amendment, of which he had given notice:—"That this meeting, without expressing any opinion as to the desirability of 'fusion,' is of opinion that the statutory privileges enabling barristers to become solicitors should be made reciprocal." They ought, as solicitors, to give full reasons on either side in neither of which should they fear the light of publicity and criticism, and there ought to be an adjournment before coming to a final opinion upon the question in order that the reasons might be fully discussed by members of the profession who could not be present, so that they might arrive at the real opinion of the profession. He believed everybody on their side of the profession was agreed that they had not been treated fairly on the question of going to the bar, and he believed there were many members of the bar—certainly many members of the bench—who thought that solicitors ought to be entitled to go to the other side if they felt it to be convenient. The barrister had simply to pass the society's final examination without any period of probation to make himself a solicitor, whilst the solicitor was required to be struck off the rolls, and remain idle for a year before he could practise at the bar, and he could not see any reason why a man who had passed the society's examinations, which were much stiffer than those of the bar, should not have the privilege of going to the bar at once on passing the bar final examination. Let them, if they could, get rid of the one year's probation and then they could talk about fusion, but in any case it would be most improper to pass a resolution which should attempt to bind the profession on the question of fusion. He hoped the subject would be dealt with at the next provincial meeting, and if no one else would write a paper on it he would undertake to do so.

Mr. GRINHAM KEEN seconded the amendment. He said that for many years past he had written and spoken against amalgamation. He had done so at the Oxford meeting fourteen years ago, and he had been instructed by his colleagues shortly afterwards, upon the resolution that had come up to the council, to prepare a Bill for providing for the immediate transfer from the solicitor branch to the bar. That draft Bill was an armistice. It placed the two branches upon an equal footing. On receiving that draft Bill, and before taking it into Parliament, the council had made communications once more to the inns of court, and they had knocked off two from the three years' probation. The council accepted that at the time, but these arrangements were not, of course, for all time. He was clearly of opinion that solicitors should have the right of going to the bar immediately, just as the barristers had of coming to the solicitor branch. He had been supported by the *Times* and several other newspapers. It had been said that the Solicitor-General, who had taken the matter up, was entirely in favour of fusion. Those who had had the pleasure of attending the Jubilee dinner at the Law Courts had heard the Attorney-General express himself in strong terms against fusion; but he (the Attorney-General) had said that he was in favour of what, to many of them, had always been the right of the solicitor, to change to the bar immediately if he thought he had made a mistake. He (Mr. Keen) thought that was what they all wanted, and the time had come when they had a Conservative Solicitor-General talking about fusion. Surely there ought not to be required the year's probation for the solicitor if the barrister can change at once. He was clearly of opinion that administrative business was one thing and advocacy another, and therefore, if solicitors could get the right to change when they find they have made a

mistake, in his opinion they would have got all that they wanted and all that they need.

Mr. C. T. Saunders, in supporting the amendment, adverted to the fact that the late Mr. Edwin Wilkins Field, a former eminent member of the society, was the first solicitor who, thirty years ago, challenged the right of the bar to impose the then very severe restrictions on the right of solicitors to proceed to the bar. The perusal of his paper on the autocracy of the bar, and of another paper published some years later by Mr. Jevons, of Liverpool, on the relations between the two branches of the profession, had led to his forming the views in favour of a modified fusion which he held—viz., that the practice in the legal profession should be assimilated to that of the medical profession; the liberty to practise in either branch at will being made dependent entirely on the student obtaining by education and examination the requisite qualifications. He would preserve the existing institutions of the inns of court and their own society, which had done so much in the past for the advancement of solicitors. This end would be best attained by some such scheme as that which had been promoted by Lord Selborne fifteen years ago, and which only failed through the opposition of a portion of the senior bar. Lord Selborne, in a letter written after the delivery of Sir Edward Clarke's speech, had referred to his own efforts to raise the *status* of solicitors, and had significantly added that when the public was satisfied that the cost of litigation would be materially reduced by the fusion of the two branches, then it would certainly come to pass. Mr. Saunders referred, in conclusion, to the bequest of £10,000 by Mr. Justice Quain for the purpose of legal education as affording a probable opportunity for reviving Lord Selborne's proposal for a joint and improved system of legal education.

Mr. H. Roscoe (London) pointed out that the barrister also was compelled to be of five years' standing in order to take advantage of the regulation permitting him to be admitted a solicitor. If the five years' rule were got rid of, men would go to the bar with the object of transferring themselves to the solicitor branch as soon as they were called.

Mr. Rose would like to know what was to prevent the migration of solicitors and barristers backwards and forwards perpetually? He had never heard many solicitors who could conduct a case decently. Fusion would propose to let loose 7,000 barristers to see clients, and if ever a profession met together for the purpose of committing suicide that was the case now. He was entirely opposed to fusion.

Mr. Walter accepted the amendment, observing that almost all over the globe solicitors and barristers were united and had a common practice.

The amendment was unanimously agreed to.

Resolutions of the Council—Evening Meetings.

The following notices of motion had been given by Mr. H. Keeble (London), but, as he was not present, they were not proceeded with:—"(1) That the council of the society shall not pass any resolution having any bearing upon public political concerns. (2) That in future at least one of the general meetings of the society in each year shall be held not earlier than six o'clock p.m."

The meeting terminated with a vote of thanks to the president, moved by Mr. Munton and seconded by Mr. Newman (London).

LAW ASSOCIATION.

At a meeting of the directors held at the hall of the Incorporated Law Society, on Thursday, the 3rd inst.—the following being present, viz., Mr. Boodle (chairman), Messrs. Collisson, Desborough, jun., Hedger, Nisbet, Sawtell, Styan, Sidney Smith, Spencer Whitehead, and Arthur Carpenter (secretary)—grants of £15 were made to two non-members and the ordinary general business was transacted.

THE LAND TRANSFER BILL, 1888.

The Council of the Incorporated Law Society have circulated a "Memorandum on the Proposal to make Registration of Title Compulsory," by Mr. N. T. Lawrence, a member of the Council, in which he says:—"The Scheme of Registration of Title is propounded as a means for rendering the transfer of land easy, prompt, and cheap, which must be an object of desire to all who wish to sell or buy or mortgage land. Landowners and land purchasers and dealers in land are not so different from other persons that they will neglect any system which gives them what they want. Schemes for registration of title have failed hitherto because they have been found to render the transfer of land not prompt, easy, or cheap; but difficult, tedious, and expensive. If the scheme now proposed should fulfil its promise it will be acted upon by dealers in land. If not it ought not to be forced upon them. Compulsion may be said to be either superfluous or tyrannical. The proposal to make registration of title compulsory, though opposed to the interest of all landowners, is obnoxious, especially to two different classes whose objects are opposite, and who may be considered to stand at the two extreme ends of the scale of landowners, viz.:—First, the landowner who, having inherited a landed estate from his family, desires neither to sell nor to buy nor to mortgage, but is anxious, and perhaps makes it the main object of his life, to maintain his family estate during his life, and to hand it down at his death to his successors, not only unimpaired, but improved. Secondly, the dealer in or owner of small plots of land, to whom it is essential that he should be able to sell or mortgage with the utmost promptitude and at little cost. The aim of the Land Transfer Bill is to compel every owner of land to become a registered proprietor of his land, which means that the name of the landowner is to be registered as the proprietor of certain land which is to be described in the register. In order to understand what this involves let us for the moment dismiss all legal difficulties, and let us see what has to be done by a landowner who wishes to be registered with a possessory title only, which would, according to the Bill, require no investigation into the past title to or ownership in the land. The precise mode in which this is to be done is not laid down in the Bill, but is to be prescribed by rules to be promulgated after the Bill had passed. If we take as our guide Lord Cairns' Land Transfer Act, 1875, and the rules published under it, we may form a reliable conjecture of the steps which will be necessary. They will be as follows:—The applicant is to deposit in the registry the following papers—viz., first, a written application for registration; secondly, a particular description of the land, and a tracing on linen of the ordnance map on the 25-inch scale or such other map as the registrar may declare to be a public map; thirdly, the last conveyance or other document under which the applicant's title is derived; fourthly, a declaration by the applicant and his solicitor verifying the description, and to the effect that the applicant is entitled in fee simple, and that the documents of title left comprise the last document under which the applicant's title is derived. When the registrar is satisfied with the declaration and with the description of the land, and when the documents have been left in the registry, the registrar is to register the applicant with a possessory title, which is done by entering in the register the name of the proprietor, and a copy of the schedule, and a copy of the extract from the public map. Now let us apply this process to the case of the first class of landowner whom we have mentioned, and let us see what would have to be done by a peer or country gentleman in order to make himself the registered proprietor of his estate. His land agent or surveyor must prepare a schedule of his estate, and must make this schedule correspond with the numbers on the ordnance map, sheets of which must be purchased for the purpose. A copy of the schedule, and a tracing on linen of the ordnance map, must be made and carried into the registry, and the registrar is then to make another copy and tracing for his register. The landowner's solicitor must examine the title deeds and satisfy himself what document of title will best answer the requirements of the registry, and draw and complete the required declaration verifying that document, and verifying the schedule and map, which he must compare for the purpose; and he must attend at the registry to leave the document of title, the schedule, map, and declaration, and must again attend to answer inquiries, to see that the registration is duly completed, and to take back his documents. The expenses, which must be paid by the landowner, will comprise a percentage on the value and fees for making copies for the registry of the schedules and maps, to be paid to the registry, the charges of the land agent or surveyor, and the charges of the solicitor. The work to be done by the land agent or surveyor in putting an estate on the register is similar to that which is necessary on putting up an estate for sale by auction, and is not likely to be less expensive. For all this expense the landowner who does not desire to sell or mortgage his estate will derive no advantage, even if the scheme of registration of title should be found to possess all the merits attributed to it. On the contrary, he will be injured in at least two respects, viz.:—(1) He will be exposed to the risk of losing his land if the registrar should by mistake transfer any part of it to another person, so that time, instead of working as hitherto in his favour and strengthening his title by long possession, will now be working against him by multiplying the chances of mistake. (2) On every devolution of ownership, by will or otherwise, each successor must be registered as proprietor in lieu of his predecessor, and expense must necessarily be incurred on each occasion. To turn to the case of the dealer in small plots of land, the expense of the process of first registration with a possessory title, whatever be its amount, will be an addition to the present cost of transfer. The dealings with small plots of land are enormously frequent. They are assisted very much by building and other societies. From inquiries which have been made throughout the country it appears that the proportion of transactions in which the consideration money does not exceed £300 is nowhere less than one-half, and in some parts of the country as much as four-fifths of the total conveyancing business of the district. The cost of transfer is in these small transactions almost nominal, in some cases not exceeding one guinea, in few exceeding three guineas. Any addition, however small, to the cost would greatly impede business of this character, and probably stop much of it. Evidence to this effect was produced to Lord Cairns while the Land Transfer Act of 1875 was before Parliament, and it induced his lordship to strike out from that measure the provisions, which it originally contained, rendering registration compulsory. Since that time small transactions have greatly increased, and evidence still more cogent to the same effect can now be produced to Parliament if it is desired. A full consideration of the matters which have been shortly and imperfectly stated in this memorandum would show that to force registration of title by compulsory legislation upon landowners would be injurious alike to the owner of a family estate, who desires to keep and maintain it, to the dealer in land, who wishes to sell or buy rapidly and in detail, and to the seller or buyer of a single small plot."

LEGAL NEWS.

OBITUARY.

Mr. Arthur Alexander Corsellis, solicitor, late of Wandsworth, died very suddenly at Torquay on the 27th ult. from heart disease. Mr. Corsellis was admitted a solicitor in 1850. For nearly thirty years he was clerk and solicitor to the Wandsworth District Board of Works, and to the county justices of the Wandsworth Division. He was also clerk to the Commissioners of Taxes for West Brixton. He retired from practice at the end of 1884, and subsequently went to reside at Torquay, and took

an active interest in local and charitable affairs there. Mr. Corsellis was at the time of his retirement associated in partnership with his son, Mr. Henry Nicholas Corsellis, and Mr. Henry Mossop.

APPOINTMENTS.

Mr. Percy Philip Truman, solicitor, of Nottingham, has been appointed Registrar of the Bingham County Court (Circuit No. 18), in succession to the late Mr. Edwin Patchitt. Mr. Truman is an LL.B. of the University of London. He was admitted a solicitor in 1871.

Mr. Charles Elton Longmore, solicitor (of the firm of Longmore & Sworder), of Hertford, has been appointed County Treasurer for Hertfordshire. Mr. Longmore has been for several years treasurer for the Hertford division of the county. He was admitted a solicitor in 1879, and he is also town clerk of Hertford, and clerk to the borough and county magistrates, and the Commissioners of Taxes. His partner, Mr. Thomas Joseph Sworder, is coroner for the Hertford division, and clerk to the Hertford Board of Guardians.

Mr. Richard John Ward, solicitor, of Lincoln, has been appointed Official Receiver in Bankruptcy for the Lincoln and Boston districts, in succession to the late Mr. Thurstan George Dale.

Mr. Frank Peskett, solicitor, of Lowestoft, has been appointed Clerk to the Lowestoft Burial Board, in succession to the late Mr. William Chater. Mr. Peskett was admitted a solicitor in 1882.

Mr. Peter Williamson Dumville, solicitor, of St. Albans, has been appointed Clerk to the Trustees of St. Albans Grammar School, in succession to Mr. Isaac Newton Edwards, resigned. Mr. Dumville is deputy clerk of the peace for Hertfordshire. He was admitted a solicitor in 1862.

Mr. Frank Blake Lascelles Beal, solicitor (of the firm of Beal, Phillips, & Beal), of 49, Finsbury-pavement and of St. Albans, has been appointed Clerk to the Magistrates for the City of St. Albans, in succession to Mr. Isaac Newton Edwards, resigned. Mr. Beal was admitted a solicitor in 1880.

Mr. Alexander Francis Mackenzie Downie, solicitor, of Alton, has been appointed by the High Sheriff of Hampshire (Mr. William Wickham), to be Under-Sheriff of that county for the ensuing year. Mr. Downie was admitted a solicitor in 1870. He is registrar of the Alton County Court, and clerk to the county magistrates and the Commissioners of Taxes.

Mr. Arthur Henry Chanter, solicitor, of Wotton-under-Edge, has been appointed Clerk to the Governors of the Wotton-under-Edge Grammar School, in succession to his partner, the late Mr. Arthur Henry Turner. Mr. Chanter was admitted a solicitor in 1877.

Mr. Edward Lamb Waugh, solicitor (of the firm of Waugh & Musgrave), of Cockermouth, has been appointed by the High Sheriff of Cumberland (Mr. Henry Fraser Curwen) to be Under Sheriff of that country for the ensuing year. Mr. Waugh is the son of Mr. Edward Waugh, solicitor, formerly M P. for Cockermouth. He was admitted a solicitor in 1873.

Mr. George Feltham, solicitor, of Portsmouth, Southsea, and Landport, has been appointed Solicitor to the Chichester and West Sussex Licensed Victuallers' and Beer Retailers' Association. Mr. Feltham was admitted a solicitor in 1870.

Mr. Richard Horton Smith, Q.C., has been appointed Examiner in Equity and the Law of Real and Personal Property at the University of London. Mr. Smith is the eldest son of Mr. Richard Smith, and elder brother of Mr. Lumley Smith, Q.C. He was born in 1834, and he was formerly fellow of St. John's College, Cambridge, where he graduated in the 1st class of the classical tripos, and also as a senior optime in 1856. He was called to the bar at Lincoln's Inn in Hilary Term, 1859. He became a Queen's Counsel in 1877, and he has since practised in the court of Vice-Chancellor Bacon, and more recently before Mr. Justice Kay. Mr. Smith is a bencher of Lincoln's Inn.

Mr. John Wynford Phillipps, barrister-at-law, who has been elected M.P. for the Mid-Division of Lanarkshire in the Liberal interest, is the eldest son of the Rev. Sir John Erasmus Phillipps, Bart. He was born in 1860, and he was educated at Keble College, Oxford, where he graduated 3rd class in Modern History in 1882. He was called to the bar at the Middle Temple in July, 1886.

Mr. Edward Walker Coren, solicitor (of the firm of Burrup & Coren), of Gloucester, has been appointed by the High Sheriff of Gloucestershire (Sir William Henry Marling, Bart.) to be Under Sheriff of that county for the ensuing year. Mr. Coren is coroner for the Upper Division of Gloucestershire. He was admitted a solicitor in 1862, and he is in partnership with Mr. John Wakefield Burrup, who is registrar of the Archdeaconry of Gloucester.

Mr. Charles Watkin Richards, solicitor, of Llangollen and Oswestry, has been appointed by the High Sheriff of Denbighshire (Mr. John Charles Best) to be Under Sheriff of that county for the ensuing year. Mr. Richards was admitted a solicitor in 1874. He is clerk to the county magistrates at Llangollen and Chirk, to the Commissioners of Taxes, to the Llangollen Local Board, and to the Llangollen Highway Board.

Mr. Henry George Smallman, solicitor, of 3, Queen-street, Cheapside, has been elected a Common Councilman for the Ward of Cheap. Mr. Smallman was admitted a solicitor in 1879.

Mr. Edward Hall Cheese, solicitor (of the firm of Cheese & Jones), of Hay, Presteign, and Kington, has been appointed by the High Sheriff of Radnorshire (Lieut.-Col. John James) to be Under Sheriff of that county for the ensuing year. Mr. Cheese is clerk to the county magistrates at Hay, to the Commissioners of Taxes, and to the Kington Highway Board. He was admitted a solicitor in 1869.

Mr. Samuel Richard Dew, solicitor, of Bangor, has been appointed by the High Sheriff of Carnarvonshire (Mr. Sydney Platt) to be Under Sheriff of that county for the ensuing year. Mr. Dew was admitted a solicitor in 1876.

Mr. John Walter Wright Mathew, solicitor (of the firm of Toyer, Geare, & Mathew), of Exeter, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Richard Clarence Halse, solicitor, of 61, Cheapside, has been appointed by Alderman Cowan Deputy for the Ward of Cheap. Mr. Halse has served the office of under-sheriff of London and Middlesex. He was admitted a solicitor in 1860, and he is in partnership with Mr. Clarence Richard Halse, who is returning officer for the borough of St. Pancras.

Mr. Montagu Henry Chubb, solicitor, of Malmesbury, has been appointed Clerk to the Malmesbury Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Chubb was admitted a solicitor in 1876. He is town clerk of Malmesbury, and clerk to the Malmesbury Burial Board, the Brinkworth Burial Board, and the Brinkworth School Board. Mr. Chubb has also been appointed Clerk to the Commissioners of Taxes at Malmesbury. All the above offices were held by his father, the late Mr. Thomas Henry Chubb.

Mr. G. T. Grammer, solicitor (of the firm of Hamlin, Grammer, & Hamlin), of Legal and General Chambers, 9, Fleet-street, E.C., also of Leyton, Stratford, and Brentford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

CHANGES IN PARTNERSHIPS.

Dissolutions.

John Hughes, Alfred Charles Redshawe Williams, and John Joshua Spriggs (Hughes Williams), 5, John-street, Bedford-row, London, solicitors. April 21. So far as regards the said John Hughes.

[*Gazette*, April 27.

GENERAL.

The Attorney-General will preside at the fifty-sixth anniversary of the United Law Clerks' Society, which will take place at the Freemasons' Tavern on Wednesday, June 13.

Mr. C. T. Saunders has addressed a letter on the Land Transfer Bill to the *Times*, in which he says:—The Lord Chancellor, in moving last night that this Bill be referred to a Select Committee, stated that the law societies were united in recommending this course. Lord Herschell, in commenting upon the Chancellor's speech, stated that such was the case, but only on the understanding that evidence would be taken before such committee. The true facts of the case are these. The law societies throughout the kingdom, from Newcastle to Cornwall, have sent in reports to the Council of the Incorporated Law Society disapproving, with almost entire unanimity, the principal of compulsory registration, and giving facts and figures as demonstrating, as men alone can do who are in the daily practice of conveyancing, and more particularly conveyancing of that moderate and small amount which forms the great bulk of transactions, the absence of any demand for and the increased expense and delay which would be too probably attendant upon the enforced registration of land. Feeling strongly the importance of bringing those views before the House and the public, deputations from the principal provincial law societies, headed by the Council of the Incorporated Law Society, saw the Lord Chancellor a few weeks since and urged upon him their desire that the Select Committee, if appointed, should have power to take evidence. It will be a great disappointment to them to learn from the report of the debate in the House last night that the Chancellor declines to accede to this most reasonable suggestion, and from my knowledge of the strong feeling entertained on the subject by the country profession I am very sure that if this is still refused, and the Bill should ever find its way into the House of Commons in its present compulsory form, it will, in the interests of our clients, be opposed by all the influence which we can command.

In the House of Commons on Tuesday, in answer to Mr. Warmington, Mr. W. H. Smith said:—The Government have it in contemplation to bring in a Bill on the subject of official trustees, and the best plan will be to consider, when that Bill is introduced, whether it should be referred to a Select Committee or not. Mr. Warmington's Bill for the appointment of an "official trustee" to discharge in certain cases the office of trustee, executor, administrator, and other offices of trust, is stated to provide for this officer and a staff of clerks being appointed by the Board of Trade, which would also make regulations for the conduct of business in his office. When anyone desires to appoint this officer to be trustee of any property, the Bill enables him to do so, unless the trust be for some religious or charitable purpose. Where, however, the official trustee's consent is not previously obtained, he need not accept the trust. Under a power of appointing new trustees the official trustee may also be appointed the sole trustee in place of all the existing, retiring, or deceased trustees, where all the persons beneficially interested assent, or, if they are not of age, where the Chancery Division gives its sanction. With the sanction of the court also an executor or administrator may transfer the estate to the official trustee for administration. Public property may also be placed by Order in Council under his control. The official trustee is intended to have all

the powers, duties, and liabilities of an individual trustee. As to the expenses of his office, the proposal is for them to be defrayed by a certain commission on property received by him in respect of management, collection, and distribution of the trust estate. This commission, however, does not cover costs of litigation and other law costs, &c. With regard to responsibility the official trustee is made liable to make good all such losses as an individual trustee is now responsible for. The money paid in respect of this liability would in the first instance come out of the Consolidated Fund; but, except in cases where the Board of Trade orders otherwise, might be recovered as a debt due to the Crown from the official trustee.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Mon., May 7	Mr. Godfrey	Mr. Leach	Mr. Pemberton	Mr. Rolt
Tuesday ... 8	Rolt	Beal	Ward	Godfrey
Wednesday 9	Ward	Leach	Pemberton	Rolt
Thursday.. 10	Pemberton	Beal	Ward	Godfrey
Friday 11	Koe	Leach	Pemberton	Rolt
Saturday... 12	Clowes	Beal	Ward	Godfrey

	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, May 7	Mr. Carrington	Mr. Lavie	Mr. Clowes
Tuesday 8	Jackson	Pugh	Koe
Wednesday..... 9	Carrington	Lavie	Clowes
Thursday..... 10	Jackson	Pugh	Koe
Friday 11	Carrington	Lavie	Clowes
Saturday 12	Jackson	Pugh	Koe

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BREWERY CORPORATION LIMITED.—Petn for winding up, presented April 19, directed to be heard before Kay, J., on Saturday, May 5. Beall & Co., Bucklersbury, solors for petner

GREAT NORTHERN ICE CO, LIMITED.—Petn for winding up, presented April 26, directed to be heard before Kay, J., on Saturday, May 5. Punkett & Leader, St Paul's churchyard, solors for petner

MIDDLESEX MANUFACTURING CO, LIMITED.—Creditors are required on or before May 26, to send in their names and addresses, and particulars of their debts or claims to Howard Forester Knight, 17, Devonshire chmbrs, Bishopsgate Without. Tuesday, June 5, at 12, is appointed for hearing and adjudicating upon the debts and claims.

OLD LONDON BREWERY CO, LIMITED.—Kay, J., has fixed May 5, at 11.30, at his chambers, for the appointment of an official liquidator

PATENT CABLE TRAMWAYS CORPORATION, LIMITED.—Chitty, J., has, by an order dated Feb 13, appointed John Annan, 1, Walbrook, to be official liquidator

PATENT OXONITE CO, LIMITED.—Kay, J., has fixed May 7, at 12, at his chambers, for the appointment of an official liquidator

STOWER'S BRITISH WINE CO, LIMITED.—Creditors are required, on or before May 26, to send their names and addresses and particulars of their debts or claims, to Samuel Lovelock, 19, Coleman st. Tuesday, June 5, at 12, is appointed for hearing and adjudicating upon the debts and claims

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

GLADSTONE PROPERTY AND INVESTMENT CO, LIMITED.—Petition for winding up, presented April 25, directed to be heard before Bristowe, V.C., at St George's Hall, Liverpool, on Monday, May 7. Hardings & Co, Manchester, agents for Winder, Bolton, solor for petner

London Gazette—TUESDAY, May 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CELLERIERS SYNDICATE, LIMITED.—Petition for winding up, presented April 28, directed to be heard before Kay, J., on May 12. Clulow, Gracechurch st, solor for petner

DATE COFFEE CO, LIMITED—Chitty, J., has, by an order dated Jan 12, appointed Francis Cooper, 14, George st, Mansion House, to be official liquidator

DEFENCE VESSEL CONSTRUCTION CO, LIMITED.—Petition for winding up, presented April 30, directed to be heard before Kay, J., on May 12 Ward, Great James st, Bedford row, solor for petners

EXPORT AGENCY CO., LIMITED.—By an order made by North, J., dated April 21, it was ordered that the company be wound up. Webb & Templeton, Essex st, Strand, solors for the petners

GEORGE PRICE'S SAFE LOCK AND ENGINEERING CO., LIMITED.—Stirling, J., has fixed May 12, at 12, at his chambers, for the appointment of an official liquidator

LONDON DRY DOCKS CO., LIMITED.—Petn for winding up, presented April 26, directed to be heard before North, J., on Saturday, May 12. Nelson, Laurence Pountney lane, solor for petning compa y

NETHERSEAL COLLIERY CO., LIMITED.—Petn for winding up, presented April 27, directed to be heard before North, J., on June 2. Morten & Co, Newgate st, agents for Challinor & Co, Leek, solors for petners

VICTORIA HANSOM CAB CO., LIMITED.—By an order made by Kay, J., dated April 21, it was ordered that voluntary winding up of company be continued. Docker & Co, Southampton st, Strand, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Schoolroom, Thrussington, Leicester. April 26

GARDEN FLOWER LODGE, INDEPENDENT FREE GARDENERS, Cross Inn, Level st, Brierley Hill, Staff rd. April 25

HOPE MUTUAL PROVIDENT WINTER FUND OF PAINTERS AND GLAZIERS, Blue Posts, Newman st, Oxford st. April 25

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 27.

RECEIVING ORDERS.

ALLAN, ROBERT STAMP, Sunderland, Builder Sunderland Pet April 25 Ord April 25

AUSTIN, WILLIAM, Cambridge, Coal Merchant Cambridge Pet April 25 Ord April 25

BAKER, THOMAS, Cardiff, out of business Cardiff Pet April 23 Ord April 23

BATT, WILLIAM ROBERT, Bath, Upholsterer Bath Pet April 23 Ord April 23

BAXTER, EMMA, Darlington, Boot Dealer Stockton on Tees and Middlesborough Pet March 29 Ord April 20

BRECKON, GEORGE, Doncaster, Joiner Sheffield Pet April 24 Ord April 24

BROWN, HENRY GEORGE, Seacombe, Cheshire, Draughtsman Birkenhead Pet April 23 Ord April 23

COLE, HERBERT, Sewdley st, Clapton High Court Pet March 22 Ord April 23

COOLING, EDWIN, Derby, Nurseryman Derby Pet April 23 Ord April 23

COOK, HARRY, Crediton, Saddler Exeter Pet April 23 Ord April 23

DAWSON, ARTHUR, Scholes, Yorks, Commercial Traveller York Pet April 24 Ord April 24

EDENSOR, WILLIAM, Leicester, Bootmaker Leicester Pet April 24 Ord April 24

ELLIS, JOSEPH, Leeds, Butcher Leeds Pet April 24 Ord April 24

FOSTER, ALFRED, and JOHN CHARLES TUFNELL, Warwick rd, Paddington, Provision Merchants High Court Pet March 15 Ord April 25

GERDES, JOHN, Bethnal Green rd, Gilder High Court Pet April 25 Ord April 25

GOLDSMITH, JOHN JACKSON, Abingdon, Berks, Chemist Oxford Pet April 24 Ord April 24

GOULD, HENRY WILLIAM, Southall, Contractor Windsor Pet March 29 Ord April 24

HACK, BENJAMIN, Cheltenham, Builder Cheltenham Pet April 25 Ord April 25

HOILE, ALFRED CHARLES, Stanstead rd, Forest Hill, Builder Greenwich Pet April 24 Ord April 24

HOLLOWAY, JOSEPH, Stantonbury, Buckinghamshire, Grocer Northampton Pet April 24 Ord April 24

HUGHES, SAMUEL, Llangollen, Denbighshire, Watchmaker Wrexham Pet April 25 Ord April 25

LEE, THOMAS, Sheffield, Beerhouse keeper Sheffield Pet April 24 Ord April 24

LEVY, JANE, Pentonville rd, King's Cross, Clothier High Court Pet April 23 Ord April 23

LITTLEWOOD, WILLIAM, Chesterfield, Sheep Dealer Chesterfield Pet April 21 Ord April 25

MAYES, HENRY WILLIAM, Union ct, Old Broad st, Commission Merchant High Court Pet April 24 Ord April 24

MILNER, BENJAMIN, Wakefield, Grocer Wakefield Pet April 23 Ord April 23

MUDDYMAN, ALFRED, Birmingham, Printer Birmingham Pet April 23 Ord April 23

PALMER, FRANCIS ROCKLIFFE, Bradford, Yorks, Bacon Curer Bradford Pet April 23 Ord April 23

PARKER, RICHARD BAYNES, and JAMES PARKER, York, Engineers York Pet April 23 Ord April 23

PORTER, ROBERT PERLET, Great Grimsby, Vessel Owner Great Grimsby Pet April 20 Ord April 20

RAINER, FREDERICK, Ipswich, Stationer Ipswich Pet April 25 Ord April 25

RAY, BRISCO, Boulogne, Solicitor High Court Pet May 9 Ord April 6

RICKARD, WILLIAM HENRY, Swansea, Earthenware Manufacturer Swansea Pet April 23 Ord April 23

SCATTERGOOD, ALBERT, Stapleford, Nottinghamshire, Lace Agent Nottingham Pet April 24 Ord April 24

SOLLERS, PHILIP, Gloucester, Publican Gloucester Pet April 25 Ord April 25

SONNENSCHEIN, FRANKLIN JOHN, Frimley, Schoolmaster Guildford and Godalming Pet April 25 Ord April 25

SOWER, WILLIAM, Derby, Grocer Derby Pet April 23 Ord April 23

STENHOUSE, JAMES, and JAMES GEORGE STENHOUSE, Folkestone, Carvers Canterbury Pet April 4 Ord April 24

STURGESS, EDWARD HENRY, Ludgershall, Wilts, Builder Salisbury Pet April 24 Ord April 24

SUMMERS, JOHN MADDISON, Northampton, Engineer Northampton Pet April 23 Ord April 23

TOWLER, WILLIAM, Peterborough, Builder Peterborough Pet April 24 Ord April 24

WALKER, JAMES, and HEBER CHASE MILLER, Oldham, Iron Founders Oldham Pet April 25 Ord April 25

WEST, JOHN, Nottingham st, Marylebone, Dairyman High Court Pet April 25 Ord April 25

WILLIAMS, JOHN, Liverpool, Clerk Liverpool Pet April 4 Ord April 23

The following amended notice is substituted for that published in the London Gazette of April 24.

WATSON, WALTER, WILLIAM LEDGLEY, and FREDERICK WATSON, Kingsland rd, Merchants Birmingham Pet April 17 Ord April 17

FIRST MEETINGS.

BATT, WILLIAM ROBERT, Bath, Upholsterer May 7 at 12.45 Great Western Hotel, Paddington

BEASLEY, THOMAS, Nuneaton, Warwickshire, Basket maker May 7 at 10.30 Edward Thomas Pierson, Off Rec, 17, Hertford st, Coventry

BECKTON, WALTER JOHN, Wakehurst rd, Clapham Junction, Commercial Traveller May 4 at 12 33, Carey st, Lincoln's inn

BENEALL, JOEL FREDERICK, Woolaston, nr Lydney, Glos, Carpenter May 8 at 3 Off Rec. 12, Tredegar pl, Newport, Mon

BENNETT, PHILIP, Ipswich, Greengrocers' Manager May 4 at 10.45 Great Eastern Hotel, Liverpool st

BILTON, SAMUEL FALLOWS, Penford st, Camberwell, Clerk May 4 at 2.30 33, Carey st, Lincoln's inn

BURROWS, WILLIAM, Howden, Yorks, Innkeeper May 4 at 12 Off Rec, Trinity House lane, Hull

CHITTENDEN, CHARLES PIERCE DOWNEY, Station rd, Bexhill, Surgeon May 7 at 12.30 County Court, Hastings

COOKE, ANNIE, Doncaster, Draper May 8 at 12 Off Rec, Figtree lane, Sheffield

COOLING, EDWIN, Derby, Nurseryman May 7 at 1.30 St James's Hotel, Derby

COOPER, FREDERICK, Oldbury, Farmer May 7 at 10.30 County Court, Oldbury

CORFIELD, THOMAS, Penn, Staffordshire, Butcher May 8 at 11 Off Rec, 84 Peter's close, Wolverhampton

COOK, HARRY, Crediton, Saddler May 7 at 3 The Castle, Exeter

DAWSON, ARTHUR, Scholes, nr Leeds, Commercial Traveller May 7 at 2 Off Rec York

DIXON, CECIL BERNARDINO, and SARA DIXON, Northam, Southampton, Oil Cake Manufacturers May 18 at 2 Chamber of Commerce, 145, Cheapside
EDENSOR, WILLIAM, Leicester, Bootmaker May 8 at 12.30 28, Friar lane, Leicester
ELWIN, WILLIAM, Workington, Cumberland, Fishmonger May 7 at 12 Off Rec, 67, Duke st, Whitehaven
EVANS, JOSEPH H., Ware May 5 at 11.30 Ewen & Roberts, Outer Temple
FARRANTS, ROBERT, Maitland ter, Tottenham, Provision Dealer May 4 at 11 Room 16, 30 and 31, St Swithin's lane
GALLINI, JOHN ANDREW, Gt Grimsby, Ship Chandler May 9 at 12 Off Rec, 3, Haven st, Gt Grimsby
GOLDSMITH, THOMAS BOROUGH, Ella rd, Crouch hill, Insurance Agent May 4 at 12 33, Carey st, Lincoln's inn
GOVIER, EDWIN FRANCIS, Neath, Licensed Victualler May 7 at 12 Castle Hotel, Neath
GRANT, JOHN HEALEY, Oxford, Smith May 7 at 11.30 1, St Aldates, Oxford
GRAVES, CHARLES GARDNER, Liverpool, Commercial Traveller May 8 at 12 Off Rec, 35, Victoria st, Liverpool
HALL, FRANCIS MOXON, Kingston upon Hull, out of business May 4 at 10 Off Rec, Trinity House lane, Hull
HANDLEY, A G, Nottingham, Ironmonger May 5 at 11 Off Rec, 1, High pavement, Nottingham
HOWARTH, ROBERT SCOWCROFT, Manchester, Manufacturer's Manager May 4 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
JACKSON, JOHN PERKINS, Waterloo, Lancashire, Engineer May 8 at 2 Off Rec, 35, Victoria st, Liverpool
KENNION, EMILY CHARLOTTE, Nottingham, Theatrical Proprietress, and WILLIAM SMETHURST, Nottingham, Engineer May 4 at 12 Off Rec, 1, High pavement, Nottingham
LADD, KEDGIN WILLIAM, Pembroke Dock, Surveyor May 9 at 12.30 Temperance Hall, Pembroke Dock
LITTLEWOOD, WILLIAM, Sheffield, Fruit Merchant May 4 at 1.45 Angel Hotel, Chesterfield
LOCKE, EDWARD AUGUSTUS, Manchester, Pianoforte Manufacturer May 4 at 2 Off Rec, Ogden's chmbrs, Bridge st, Manchester
MAJOR, JAMES LEWIS, Brighton, Coach Builder May 4 at 12 Off Rec, 4, Pavilion bdgs, Brighton
MCKINNELL, WILLIAM, Leicester, Tailor May 4 at 12.30 28, Friar lane, Leicester
MERCHANT, WILLIAM, Portland rd, South Norwood, Builder May 4 at 12 109, Victoria st, Westminster
MOORE, THOMAS WILLIAM, Albrighton, Salop, out of business May 9 at 11.10 County Court, Madeley
OLIVER, HERBERT, St Leonard's on Sea, Plumber May 7 at 2.30 County Court, Hastings
PALMER, FRANCIS ROCKLIFFE, Bradford, Yorks, Bacon Curer May 7 at 11 Off Rec, 31, Manor row, Bradford
PARKER, RICHARD BAYNES, and JAMES PARKER, York, Engineers May 7 at 12 Off Rec, York
PARKINSON, WILLIAM, Crawshawbooth, nr Rawtenstall, Lancs, Cotton Manufacturer May 4 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
POGOSE, NICHOLAS MARCAR, West Brighton, no occupation May 4 at 3 Off Rec, 4, Pavilion bdgs, Brighton
RAINER, FREDERICK, Ipswich, Stationer May 4 at 11.30 Great Eastern Hotel, Liverpool st
RICKARD, WILLIAM HENRY, Swansea, Earthenware Manufacturer May 8 at 12 Off Rec, 6, Rutland st, Swansea
RIGHTON, EDWARD, Bristol, Plumber May 8 at 3.30 Bank chbrs, Bristol
ROBERTS, WILLIAM HENRY, Chepstow, Mon, Draper May 7 at 2 Bankruptcy bldgs, Lincoln's inn
ROGERS, WILLIAM, Tarporley, Cheshire, Livery Stable Keeper May 5 at 12.45 Royal Hotel, Crewe
SMITH, ROBERT SKILLETER, Reading, Builder May 7 at 1.30 Queen's Hotel, Reading
SOWER, WILLIAM, Derby, Grocer May 7 at 12 Off Rec, St James's chbrs, Derby
STEAD, WILLIAM, Nottingham, Wheelwright May 5 at 12 Off Rec, 1, High pavement, Nottingham
STURGESS, EDWARD HENRY, Ludgershall, Wilts, Builder May 8 at 3 Off Rec, Salisbury
THOMPSON, JOHN WILLIAM, Leeds, Woollen Merchant May 7 at 11 Off Rec, 22, Park row, Leeds
WARD, LUKE ANTHONY, Breighton, nr Howden, Yorks, Farmer May 4 at 11 Off Rec, Trinity House lane, Hull
WOLSTENHOLME, THOMAS, Brinsworth, nr Rotherham, Farmer May 8 at 11 Off Rec, Figtree lane, Sheffield

ADJUDICATIONS.

ADAMS, FREDERICK JOHN, Bristol, Cook Bristol Pet Apr 18 Ord Apr 24
BECKTON, WALTER JOHN, Wakehurst rd, Clapham Junction, Commercial Traveller High Court Pet Apr 7 Ord Apr 25
BICKERSTAFFE, ISAAC, Bury, Lancs, Ironmonger Bolton Pet Apr 9 Pet Apr 25
BILLING, CHARLES, Westow hill, Upper Norwood, Auctioneer Croydon Pet Mar 28 Ord Apr 20
BRECKON, GEORGE, Doncaster, Joiner Sheffield Pet Apr 24 Ord Apr 24
BRIGHTON, GEORGE WILLIAM, and WILLIAM ERNEST BRIGHTON, Petherton rd, Canonbury, Poultry Dealers High Court Pet Apr 6 Ord Apr 23
BROWN, HENRY GEORGE, Seacombe, Draughtsman Birkenhead Pet Apr 23 Ord Apr 23
BUSHELL, ARTHUR JOHN, Barnstaple, Builder Barnstaple Pet Apr 18 Ord Apr 25
CHITTENDEN, CHARLES PIERCE DOWNEY, Bexhill, Sussex, Surgeon Hastings Pet Mar 13 Ord Apr 23
COOLING, EDWIN, Derby, Nurseryman Derby Pet Apr 16 Ord Apr 23
CORK, HARRY, Crediton, Devon, Saddler Exeter Pet Apr 23 Ord Apr 23
DAWSON, ARTHUR, Scholes, Yorks, Commercial Traveller. York Pet Apr 24 Ord Apr 24
ELLIS, JOSEPH, Leeds, Butcher Leeds Pet April 24 Ord April 24
ELWIN, WILLIAM, Workington, Cumberland, Fishmonger Cockermouth and Workington Pet Apr 18 Ord Apr 23
GARDNER, ELEANOR, Tunbridge Wells, Toy Dealer Tunbridge Wells Pet Mar 29 Ord Apr 23
GOVIER, EDWIN FRANCIS, Neath, Licensed Victualler Neath Pet Apr 20 Ord Apr 24
GRANT, JOHN HEALEY, Oxford, Smith Oxford Pet Apr 16 Ord Apr 24
GREEN, JOHN, Stairfoot, nr Barnsley, Yorks, Waggon Builder Barnsley Pet Mar 29 Ord Apr 19
HODGE, EDWARD, Crewkerne, Draper Yeovil Pet Apr 6 Ord Apr 23
HOLLOWAY, JOSEPH, Stantonbury, Buckinghamshire, Grocer Northampton Pet Apr 24 Ord Apr 24
HOWARTH, ROBERT SCOWCROFT, Cheetham, Manchester, Chemical Manufacturer's Manager Manchester Pet Mar 29 Ord Apr 23
HUGHES, SAMUEL, Llangollen, Denbighshire, Watchmaker Wrexham Pet Apr 25 Ord Apr 25
KENNION, EMILY CHARLOTTE, Nottingham, Theatrical Proprietress Nottingham Pet Mar 23 Ord Apr 20
KEMMINGS, RICHARD, DIONYSIUS JOSEPH BOGLIACO, and JOHN MELROSE, Manchester, Lithographers Manchester Pet Apr 21 Ord Apr 25
LEASON, ROBERT, Leeds, Glass Dealer Leeds Pet Apr 18 Ord Apr 23
LEE, THOMAS, Sheffield, Beerhouse Keeper Sheffield Pet Apr 24 Ord Apr 24
LEVY, JANE, Pentonville rd, King's Cross, Clothier, Spinster High Court Pet Apr 23 Ord Apr 25
LITTLEWOOD, WILLIAM, Chesterfield, Fruit Merchant Chesterfield Pet April 21 Ord April 23
MILNER, BENJAMIN, Wakefield, Grocer Wakefield Pet April 23 Ord April 23
MUDDYMAN, ALFRED, Birmingham, Printer Birmingham Pet April 23 Ord April 24
PALMER, FRANCIS ROCKLIFFE, Bradford, Yorks, Bacon Curer Bradford Pet April 23 Ord April 23
PARKER, RICHARD BAYNES, and JAMES PARKER, York, Engineers York Pet April 21 Ord April 24
PARTRIDGE WILLIAM HERBERT, Leicester, Tobacconist Leicester Pet April 14 Ord April 25
PINDER, GEORGE, Godmanchester, Huntingdonshire, Clerk in Holy Orders Peterborough Pet March 26 Ord April 25
POLLARD, JOHN HALL, Worcester, Butcher Worcester Pet April 17 Ord April 24
PORTER, ROBERT PERLET, Gt Grimsby, Vessel Owner Gt Grimsby Pet April 20 Ord April 20
RAINER, FREDERICK, Ipswich, Stationer Ipswich Pet April 25 Ord April 25
RICKARD, WILLIAM HENRY, Swansea, Earthenware Manufacturer Swansea Pet April 23 Ord April 24
RIGHTON, EDWARD, Bristol, Plumber Bristol Pet April 21 Ord April 23
ROGERS, WILLIAM, Tarporley, Cheshire, Livery Stable Keeper Nantwich and Crewe Pet April 20 Ord April 24
SMITH, JAMES EDWARDS, Essex rd, Islington, Decorator High Court Pet March 10 Ord April 24
SOLLERS, PHILIP, Gloucester, Publican Gloucester Pet April 25 Ord April 25
SOWER, WILLIAM, Derby, Grocer Derby Pet April 23 Ord April 23
STEVEN, JOHN WILLIAM, Gateshead, Painter Newcastle on Tyne Pet April 9 Ord April 23
SUMMERS JOHN MADDISON, Northampton, Engineer Northampton Pet April 23 Ord April 23
TURNER, JAMES WILLIAM, Baker st, Portman sq, Grocer High Court Pet April 20 Ord April 23
WEST, JOHN, Nottingham st, Marylebone, Dairyman High Court Pet April 25 Ord April 25
WOODHOUSE, JAMES EPHRAIM, High st, Dorking, Cabinet Maker Croydon Pet April 20 Ord April 20

ADJUDICATION ANNULLED.

WRIGHT, THOMAS, and GEORGE WRIGHT, Woolpit, Elmswell, Brickmakers Bury St Edmunds Adjud June 10 Annul April 17

London Gazette.—TUESDAY, May 1.

RECEIVING ORDERS.

AINGE, THOMAS, Ashley Down rd, Gloucestershire, Builder Bristol Pet April 28 Ord April 28
ATTWOOD, THOMAS CHARLES, Guilford st, Valuer High Court Pet April 26 Ord April 26
BATEMAN, ROWLAND CHARLES, Walsall, Billiard Marker Walsall Pet April 26 Ord April 26
BEARD, ELIZABETH JAMES, and CATHERINE FAITH, Hove, Boarding house Keepers Brighton Pet April 26 Ord April 26
BEART, GEORGE HUNT, Aldeburgh, Suffolk, Grocer Ipswich Pet April 27 Ord April 27
BOHEE, GEORGE BEVERLY, Green st, Leicester sq, Music Hall Artiste High Court Pet April 26 Ord April 26
BONEY, THOMAS, Plymouth, Tailor East Stonehouse Pet April 27 Ord April 27
BROWN, GEORGE, Dudley, General Dealer Dudley Pet April 25 Ord April 25
BROWN, WILLIAM HENRY, and GEORGE JONES, Lowden rd, Herne hill, Hat Warehousemen High Court Pet April 26 Ord April 26
CLARK, JAMES, Hutton le Hole, Yorks, Joiner Northallerton Pet April 27 Ord April 27
CORNWELL, THOMAS JOHN, Epping, Essex, Baker Edmonton Pet April 27 Ord April 27
COUGHLAN, MICHAEL, Waterford, nr Lymington, Grocer Southampton Pet April 28 Ord April 28
DAVIES, THOMAS, Neath, Grocer Neath Pet April 25 Ord April 25
DEWS, EDWARD, jun, Wakefield, Draper Wakefield Pet April 26 Ord April 26
ELVERSTON, JOHN ARTHUR, Portsmouth, Gunner R M A Portsmouth Pet April 26 Ord April 26
FLETCHER, GEORGE, Sheffield, Stone Merchant Sheffield Pet April 5 Ord April 26
GIBBONS, RICHARD TRINDLE, Walthamstow, Organist High Court Pet April 27 Ord April 27
GREEN, JOHN, Birmingham, out of business Oldbury Pet April 26 Ord April 26
GREGORY, WILLIAM, Westhoughton, Lancashire, Butcher Bolton Pet April 27 Ord April 27
HERBERTE-BASING, SIDNEY, Exeter, Theatrical Manager Exeter Pet April 26 Ord April 26
JAMES, JOHN, Clifton Reynes, Bucks, Farmer Northampton Pet April 26 Ord April 26
JOHNS, JOHN, Carmarthen, Grocer Carmarthen Pet April 25 Ord April 25
JOHNSTON, THOMAS, Egremont, Boot Maker Whitehaven Pet April 26 Ord April 26
KROLL, LUDWIG, Blundell st, Caledonian rd, Chemical Manufacturer High Court Pet April 26 Ord April 26
LAYCOCK, HENRY JOHN, Hucknall Torkard, Nottingham, Jeweller Nottingham Pet April 26 Ord April 26
LEDGARD, JOSEPH, Dewsbury, Yorks, Farmer Dewsbury Pet April 26 Ord April 26
LINTON, JOHN, Westwick, Cambridgshire, Farmer, Cambridge Pet April 26 Ord April 26
MAIDEN, JAMES, Bury, Grocer Bolton Pet April 28 Ord April 28
MASON, WILLIAM AUGUSTUS, Stamford bridge, York, Brewer York Pet April 28 Ord April 28
MEAKIN, RICHARD, Newton Burgoland, Leicestershire, Brick Manufacturer Leicester Pet April 27 Ord April 27
MILLINGTON, WILLIAM, Manchester, Provision Dealer Salford Pet April 26 Ord April 26
NEWTON, EDWARD, Leeds, Clerk Leeds Pet April 26 Ord April 26
NUNN, JOHN WILSON, Ipswich, Wine Merchant Ipswich Pet April 27 Ord April 27
NUNNS, GEORGE, Beckenham, Nurseryman Croydon Pet April 26 Ord April 26
PARKES, EDWARD WILLIAM, Salter's Hall ct, E.C., Solicitor High Court April 28 Ord April 28
PARRY, JOHN, Carnarvon, Butcher Bangor Pet April 27 Ord April

PETTY, ALFRED, Landport, Hampshire, Painter Portsmouth Pet April 25 Ord April 25
SHAW, WILLIAM RICHARD, Irving gr, Stockwell, Attendant in House of Commons High Court Pet April 27 Ord April 27
SHEARING, SAMUEL WILLIAM, Bristol, Jeweller Bristol Pet April 27 Ord April 27
SHUTTLEWORTH, SAMUEL, and JAMES TAYLOR, Oldham, Cotton Spinners Oldham Pet April 28 Ord April 28
TAYLOR, WILLIAM JAMES, Eastbourne, Commission Agent Eastbourne and Lewes Pet April 28 Ord April 28
TOMLINSON, JAMES, Middlesborough, Grocer Stockton on Tees and Middlesborough Pet April 13 Ord April 26
TRITTON, HENRY JOHN, Portland pl, no occupation High Court Pet April 5 Ord April 26
TURTON, WILLIAM, Golborne, Lancs, Draper Bolton Pet April 16 Ord April 27
WALDEN, FREDERICK, Christchurch, Builder Poole Pet April 16 Ord April 26
WEBB, H, Bucklersbury High Court Pet July 29 Ord April 26
WILKS, EDWIN, Cheltenham, out of business Cheltenham Pet April 26 Ord April 26
WILLIAMS, WALTER, Pontypridd, Saddler Pontypridd Pet April 27 Ord April 27 and April 17

RECEIVING ORDER RESCINDED.

WARREN, THOMAS, Whitcomb st, Licensed Victualler High Court Ord June 2 Resc Oct 14

FIRST MEETINGS.

AUSTIN, WILLIAM, Cambridge, Coal Merchant May 15 at 12.45 Midland Hotel, Derby
BAKER, THOMAS, Cardiff, out of business May 11 at 2 Off Rec, 29, Queen st, Cardiff
BANKS, WILLIAM, Nottingham, Insurance Agent May 8 at 12 Off Rec, 1, High pavement, Nottingham
BEART, GEORGE HUNT, Aldeburgh, Suffolk, Grocer May 9 at 12 Off Rec, Ipswich
BOND, WILLIAM HENRY, Effingham rd, Lee, no occupation May 9 at 2.30 109, Victoria st, Westminster
BOWEN, EDWIN STAFFORD, North Audley st, Poulterer May 8 at 2.30 33, Carey st, Lincoln's inn
BRECKON, GEORGE, Doncaster, Joiner May 10 at 10.45 Guildhall, Doncaster
CHAMBERS, JOSEPH, Crook, Durham, Cartman May 11 at 5.15 Commercial Hotel, Bishop Auckland
DAVID, WILLIAM, Laleston, nr Bridgend, Farmer May 11 at 2.30 Off Rec, 29, Queen st, Cardiff
DAVIES, THOMAS, Neath, Grocer May 9 at 12 Castle Hotel, Neath
DAWSON, MATTHEW, Bishop Auckland, Yeast Merchant May 8 at 3.30 Three Tuns Hotel, New Elvet, Durham
ELLACOTT, EDWARD, Mandrake rd, Upper Tooting, Builder May 11 at 12 109, Victoria st, Westminster
ELLIS, JOSEPH, Leeds, Butcher May 10 at 12 Off Rec, 22, Park row, Leeds
ELVERSTON, JOHN ARTHUR, Portsea, Gunner in R M Artillery May 10 at 12 166, Queen st, Portsea
EXLEY, THOMAS, Pudsey, nr Leeds, lately Tanner May 10 at 11 Off Rec, 22, Park row, Leeds
FOTHERGILL, HENRY, Cardiff, Tobacconist May 11 at 3 Off Rec, 29, Queen st, Cardiff
GREGORY, WILLIAM, Westhoughton, Lancashire, Butcher May 11 at 11 16, Wood st, Bolton
HARRIS, WILLIAM HOLDEN, Liverpool, Solicitor May 10 at 3 Off Rec, 35, Victoria st, Liverpool
HERBERTE-BASING, SIDNEY, Exeter, Theatrical Manager May 16 at 2 The Castle, Exeter
HODGSON, WILLIAM BACON, Manor Park, Essex, Physician May 8 at 11 Bankruptcy bldngs, Lincoln's inn
HOLGATE, BENJAMIN, Denbigh, Bootmaker May 10 at 12 Bankruptcy Offices, Crypt chmbrs, Chester
HUGHES, OWEN, Amlwch, Anglesey, no occupation May 17 at 2 Queen's Head Cafe, Bangor
JOHNS, JOHN, Carmarthem, Grocer May 17 at 10.30 Grand Hotel, Bristol
JOHNSTON, THOMAS, Egremont, Bootmaker May 10 at 12 Off Rec, 67, Duke st, Whitehaven
KELLY, JOHN ANDERSON, Ida st, Bromley by Bow, Oilman May 10 at 11. 33, Carey st, Lincoln's inn
KIMMINGS, RICHARD, DIONYSIUS JOSEPH BOGLIACO, and JOHN MELROSS, Manchester, Lithographers May 10 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
LAYCOCK, HENRY JOHN, Hucknall Torkard, Jeweller May 9 at 11 Off Rec, 1, High pavement, Nottingham
LEASON, ROBERT, Leeds, Glass Dealer May 9 at 2 North Stafford Railway Hotel, Stoke upon Trent
LEE, THOMAS, Sheffield, Beerhouse Keeper May 10 at 3 Off Rec, Figtree lane, Sheffield
LINTON, JOHN, Westwick, Cambridge, Farmer May 18 at 11 Off Rec, 5, Petty Cury, Cambridge
MARDON, EDWARD KENDAL EDMONDS, The Graig, nr Mon, Esq May 10 at 12 King's Head Hotel, Mon
MASON, WILLIAM AUGUSTUS, Stamford Bridge, Yorks, Brewer May 10 at 12 Off Rec, York
MILNER, BENJAMIN, Wakefield, Grocer May 8 at 11.30 Off Rec, Bond terrace, Wakefield
MUDDYMAN, ALFRED, Birmingham, Printer May 9 at 11 25, Colmore row, Birmingham
NUNN, JOHN WILSON, Ipswich, Wine Merchant May 9 at 12.30 Off Rec, Ipswich
OLSSON, JOHAN, Great Grimsby, Ship Chandler May 9 at 12.30 Off Rec, 3, Haven st, Great Grimsby
PARKER, HENRY JOSEPH WADSLEY, Wedmore gdns, Upper Holloway, Pianoforte Dealer May 9 at 11 Bankruptcy bldngs, Portugal street, Lincoln's inn
PEARCE, JAMES HENRY, Barking rd, Canning Town, Hatter May 9 at 12 33, Carey st, Lincoln's inn
PETTY, ALFRED, Landport, Painter May 14 at 3 166, Queen st, Portsea
PORTER, ROBERT PERLET, Great Grimsby, Fishing Vessel Owner May 9 at 11.45 Off Rec, 3, Hoven st, Great Grimsby
POWER, HENRY D'ARCY, East Dulwich rd, Physician May 8 at 12 Bankruptcy bldngs, Lincoln's inn
SAUNDERS, WILLIAM, Pembroke, Grocer May 9 at 12 Temperance Hall, Pembroke Dock
SCATTERGOOD, ALBERT, Stapleford, Nottinghamshire, Lace Agent May 8 at 3.30 Off Rec, 1, High Pavement, Nottingham
SHAW, FREDERICK, Northallerton, Dog Trainer May 15 at 12 Off Rec, 8, Albert rd, Middlesborough
TOWLER, WILLIAM, Peterborough, Builder May 16 at 12 Law Courts, New rd, Peterborough
TURNER, H. H., Beaconsfield terr, Kensington, Dairyman May 8 at 12 33, Carey st, Lincoln's inn
TURTON, WILLIAM, Golborne, Lancashire, Draper May 10 at 2.30 Off Rec, Bridge st, Manchester
VASEY, WILLIAM, New Shildon, Durham, Grocer May 8 at 4.30 Three Tuns Hotel, New Elvet, Durham
WALDEN, FREDERICK, Christchurch, Builder May 10 at 12 Temperance Hall, Poole
WALTON, JOSEPH, and SUSAN JANE SKIDMORE, Wolverhampton, Ironmongers. May 8 at 11 30 Off Rec, St Peter's cl, Wolverhampton
WARNER, GEORGE, New rd, Battersea pk rd, Eclectic Practitioner May 11 at 3 109, Victoria st, Westminster
YOUNG, WILLIAM, Forest gate, Essex, Licensed Victualler May 10 at 12 33, Carey st, Lincoln's inn

The following amended notices are substituted for those published in the London Gazette of April 27.

CORFIELD, THOMAS, Penn, Staffordshire, Butcher May 8 at 11 Off Rec, St Peter's close, Wolverhampton
EVANS, JOSEPH H., Ware May 5 at 11.30 Ewen & Roberts, Outer Temple

ADJUDICATIONS.

ATTWOOD, THOMAS CHARLES, Guilford st, Valuer High Court Pet Apr 26 Ord Apr 26
BAKER, THOMAS, Cardiff, out of business Cardiff Pet Apr 23 Ord Apr 26
BANKS, WILLIAM, Nottingham, Insurance Agent Nottingham Pet Mar 29 Ord Apr 25
BATEMAN, ROWLAND CHARLES, Walsall, Billiard Marker Walsall Pet Apr 26 Ord Apr 26
BAYLEY, ARTHUR H, address unknown, Medical Labeller High Court Pet Mar 26 Ord Apr 27
BEARD, ELIZABETH JAMES, and CATHERINE FRITH, Hove, Boarding House Keepers Brighton Pet Apr 25 Ord Apr 28
BEART, GEORGE HUNT, Aldeburgh, Suffolk, Grocer Ipswich Pet Apr 27 Ord Apr 27
BERESFORD, CHARLES BLAKE, Royal Exchange avenue, Insurance Agent High Court Pet Feb 16 Ord Apr 27
BROWNE, EDWARD PERRATT, Commercial rd East, Stationer High Court Pet March 21 Ord April 27
CHAMBERS, JOSEPH, Wheatbottom Crook, Durham, Cartman Durham Pet April 19 Ord April 26
CHARNOCK, JONATHAN, Tyersal, nr Bradford, Manufacturer Bradford Pet April 6 Ord April 26
CLARE, JAMES, Hutton le Hole, Yorks, Joiner Northallerton Pet April 26 Ord April 27
COUGHLAN, MICHAEL, Waterford, nr Lymington, Grocer Southampton Pet April 28 Ord April 28
CROSHER, RICHARD, Leicester, Hop Merchant Leicester Pet April 6 Ord April 26
DAVIES, THOMAS, Neath, Grocer Neath Pet April 25 Ord April 25
DAWSON, MATTHEW, Bishop Auckland, Yeast Merchant Durham Pet April 2 Ord April 26
EMMS, SAMUEL, Stockwell green, Stockwell, Traveller to Printers High Court Pet March 29 Ord April 27
FLEMING, WILLIAM DANIEL, and JOHN WILLIAMSON FRASER, Bradford, Stuff Merchants Bradford Pet April 11 Ord April 26
GERDES, JOHN, Bethnal Green rd, Gilder High Court Pet April 25 Ord April 27
GREGORY, WILLIAM, Westhoughton, Lancashire, Butcher Bolton Ord April 27 April 28
HALLETT, SHACKLETON, Hare ct, Temple, Barrister at law High Court Pet Nov 17 Ord April 27
HARRIS, WILLIAM HOLDEN, Liverpool, Solicitor Liverpool Pet March 27 Ord April 27
HARMER, JOSIAH, Plumstead, Tailor Greenwich Pet April 12 Ord April 25
HERBERTE-BASING, SIDNEY, Exeter, Theatrical Manager Exeter Pet April 26 Ord April 26
HOILE, ALFRED CHARLES, Stanstead rd, Forest hill, Builder Greenwich Pet April 24 Ord April 27
HUTCHINS, SARAH JANE, St Mary Bourne, Hampshire, Butcher Salisbury Pet April 11 Ord April 26
JACKSON, JOHN PERKINS, Waterloo, Lancs, Engineer Liverpool Pet April 10 Ord April 28
JAMES, JOHN, Clifton Reynes, Buckinghamshire, Farmer Northampton Pet April 26 Ord April 26
JOHNSTON, THOMAS, Egremont, Boot Maker Whitehaven Pet April 26 Ord April 26
LAMPEN, SAMUEL JOSEPH, Plymouth, Saddler East Stonehouse Pet Feb 27 Ord April 28
LAYCOCK, HENRY JOHN, Hucknall Torkard, Jeweller Nottingham Pet April 26 Ord April 27
LINTON, JOHN, Westwick, Cambridgeshire, Farmer Cambridge Pet April 26 Ord April 27
MILLINGTON, WILLIAM, Manchester, Provison Dealer Salford Pet April 26 Ord April 26
NEWTON, EDWARD, Leeds, Clerk Leeds Pet April 26 Ord April 26
NUNN, JOHN WILSON, Ipswich, Wine Merchant Ipswich Pet Apr 27 Ord Apr 27
OSNLOW, AUGUSTUS PAUL LUMSDEN, Askew rd, Shepherd's Bush, Gent Wandsworth Pet Feb 9 Ord Apr 26
PARKES, EDWARD WILLIAM, Salter's Hall ct, Solicitor High Court Pet Apr 28 Ord Apr 28
PARRY, JOHN, Carnarvon, Butcher Bangor Pet Apr 27 Ord Apr 27
PETERS, REES, Aberystwith, Boot Maker Aberystwith Pet Apr 5 Ord Apr 27
POGOSE, NICHOLAS MARCAR, West Brighton, no occupation Brighton Pet Dec 12 Ord Apr 27
ROTHSCHILD, T., Jefferies sq, St Mary Axe High Court Pet Mar 13 Ord Apr 27
SAUNDERS, WILLIAM, Pembroke, Grocer Pembroke Dock Pet Apr 21 Ord Apr 26
SCATTERGOOD, ALBERT, Stapleford, Nottinghamshire, Lace Agent Nottingham Pet April 24 Ord April 25
SHAW, WILLIAM RICHARD, Irving grove, Stockwell, Attendant in House of Commons High Court Pet April 27 Ord April 27
SHEARING, SAMUEL WILLIAM, Bristol, Jeweller Bristol Pet April 27 Ord April 27
SMITH, HENRY, Rawmarsh, Yorks, Draper Sheffield Pet April 10 Ord April 26
STURGESS, EDWARD HENRY, Ludgershall, Wilts, Builder Salisbury Pet April 24 Ord April 26
TOWLER, WILLIAM, Peterborough, Builder Peterborough Pet April 24 Ord April 26
TURTON, WILLIAM, Golborne, Lancashire, Draper Bolton Pet April 16 Ord April 28
WILKS, EDWIN, Cheltenham, out of business Cheltenham Pet April 26 Ord April 26
YOUNG, WILLIAM, Godwin rd, Forest Gate, Licensed Victualler High Court Pet April 16 Ord April 27

The following amended notice is substituted for that published in the London Gazette of March 30.

PLESTED, HENRY, Wandsworth rd, Clapham, Provision Dealer Wandsworth Pet March 23 Ord March 26

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DICKINSON.—On the 27th of April, at Sheffield's Gardens, Kensington, the wife of John Dickinson, barrister-at-law, of a daughter.

GREGSON.—April 19, at Southend, the wife of Frederic Gregson, solicitor, of a daughter.

PERCIVAL.—April 27, at Towcester, the wife of J. M. Percival, solicitor, of a daughter.

STAFFURTH.—April 20, at Bowdon, Cheshire, the wife of Henry Staffurth, barrister-at-law, of a daughter.

MARRIAGES.

GRIMES—MUMFORD.—April 26, Thomas Ledbrooke Grimes, solicitor, to Alice Maude, daughter of Henry Mumford, of Birmingham.

JACOBS—LARKCOM.—April 14, Herbert Jacobs, B.A., barrister-at-law, to Agnes, daughter of the late Joseph Larkcom, of Bucklersbury, Berks.

KIRSOPP—CAMIDGE.—April 26, Henry Kirsopp, solicitor, to Margaret Catharine, daughter of Thomas Simpson Camidge, of York.

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MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. have been favoured with instructions to OFFER for SALE by AUCTION, on WEDNESDAY, 16th MAY, 1888, at TWO o'clock precisely, the GROUND LEASE of the above eligible RESIDENTIAL PROPERTY, known as No. 1, Clarence-road, having about 36 years to run, at £56 10s. per annum ground-rent, with possession on completion.

May be viewed by cards, and particulars and conditions of sale obtained of Messrs. F. Wickings Smith, & Son, Solicitors, 93, Lincoln's-inn-fields, W.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple Bar, and 18, Old Broad-street, E.C.

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MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. will OFFER for SALE by AUCTION, at the MART, City, on THURSDAY, 31st MAY, 1888, at TWO o'clock, in Seven Lots, the above eligible FREEHOLD and LEASEHOLD PROPERTIES, forming investments of the soundest character for trustees and capitalists.

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MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. have received instructions to OFFER for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, 6th JUNE, 1888, the above-described singularly choice RESIDENTIAL ESTATE.

Particulars of sale may be had of Messrs. Baker, Folder, & Upperton, Solicitors, 52, Lincoln's-inn-fields W.C.; of Messrs. Arber, Rutter, & Waghorn, Estate Agents, 105, Mount-street, Berkeley-square, W.; at the Red Lion Hotel, Henley-on-Thames; at the Auction Mart, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet street, Temple Bar, and 18, Old Broad-street, E.C.

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Tues., May 8	Tues., July 3	Tues., Aug 21
Tues., May 15	Tues., July 10	Tues., Aug 23
Tues., May 29	Tues., July 17	Tues., Oct 9
Tues., June 5	Tues., July 24	Tues., Oct 23
Tues., June 12	Tues., July 31	Tues., Nov 6
Tues., June 19	Tues., Aug 7	Tues., Nov 20
Tues., June 26	Tues., Aug 14	Tues., Dec 11

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

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Friday, May 18	Friday, July 13	Friday, Oct 12
Friday, May 25	Friday, July 20	Friday, Oct 26
Friday, June 8	Friday, Aug 3	Friday, Nov 9
Friday, June 22	Friday, Aug 17	Friday, Nov 23
Friday, June 29	Friday, Sept 7	Friday, Dec 7
Friday, July 6	Friday, Sept 21	

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